

JOINT WESTERN AREA COMMITTEE

AUGUST 9-10-11-12-13, 1971

DEL WEBB'S TOWNE HOUSE

9:00 A. M. - GARDEN LOUNGE

JOINT COUNCIL NO. 7 DISPUTES:

| | | | | | |
|------------------|------------------------------|----------------------|-------------------------|----------------------------------|------------------|
| <i>Nunes</i> | RINGSBY | 2-8-3562 | LD 3472 | (D/L 1-4-68) (1448) | Page 170 |
| <i>Nunes</i> | ENCINAL TERM. | 5-71-6067 | 1-71-LD 5930 | (D?L 2-4-71) (3055) | " 175 |
| <i>Arino</i> | I. M. L. | 5-71-6068 | 4-71-LD 6166 | (D/L 4-15-71) (3201) | " 176 |
| <i>Ybano</i> | PANDA | 5-71-6070 | 2-71-LD 6042 | (D/L 3-4-71) (3125) | " 177 |
| <i>Nunes</i> | RINGSBY SYSTEMS | 5-71-6071 | 2-71-LD 5989 | (D/L 2-4-71) (3094) | " 178 |
| | | 5-71-6071 | 2-71-LD 5990 | " (3095) | " 178 |
| <i>Sarmiento</i> | WESTERN GILLETTE | 5-71-6075 | 1-71-LD 5940 | (D/L 2-4-71) (3065) | " 179 |
| <i>Painter</i> | GARRETT | 8-71-6260 | 6-71-LD 6308 | (D/L 6-17-71) (3274) | " 180 |
| " | GARRETT | 8-71-6261 | 7-71-LD 6487 | (D/L 7-15-71) (3435) | " 181 |
| " | GARRETT | 8-71-6262 | 7-71-LD 6470 | (D/L 7-15-71) (3411) | " 182 |
| <i>Diss</i> | LEE WAY MOTORS | 8-71-6263 | 5-71-LD 6230 | (D/L 5-20-71) (3232) | " 183 |
| <i>Sarmiento</i> | OWENS-ILLINOIS | 8-71-6264 | 6-71-LD 6269 | (D/L 6-3-71) (3263) | " 184 |
| <i>Freitas</i> | RINGSBY | 8-71-6265 | 5-71-LD 6218 | (D/L 5-6-71) (3224) | " 185 |
| <i>Sarmiento</i> | SEA LAND | 8-71-6266 | 6-71-LD 6268 | (D/L 6-3-71) (3265) | " 186 |
| " | SEA LAND | 8-71-6267 | 6-71-LD 6284 | (D/L 6-3-71) (3266) | " 187 |
| | CONSOLIDATED FWY. | 8-71-6268 | 6-71-LD 6282 | (D/L 6-3-71) Local 85 | " 188 |

NOTE: LATE FILINGS DO NOT SHOW ON ABOVE AGENDA. ON ALL LATE FILINGS, IT IS NECESSARY THAT BOTH THE EMPLOYER AND UNION APPEAR 9:00 A.M., AUGUST 9, TO AGREE TO HAVE IT PLACED ON THE AGENDA.

AGENDA AND ORDER OF BUSINESS
FOR THE MEETING OF
UNION MEMBERS - JOINT WESTERN AREA COMMITTEE
AND
REPRESENTATIVES OF LOCAL UNIONS
AUGUST 9-10-11-12-13, 1971
DEL WEBB'S TOWNE HOUSE
SAN FRANCISCO, CALIFORNIA

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1. Roll Call of Union members of the Joint Western Area Committee.
2. Approval of Minutes of the May 10, 1971 meeting of Union members of the JWAC and Local Union Representatives.
3. Identification of other representatives of Local Unions and visitors.
4. Naming of Main Committee and Sub-Committee panels.
5. Powers of Attorney approved by the division.
6. Standard Contract Participation approved by the division.
7. Other communications.
8. Reports and questions from J.S.C. or JWAC Committee members.
9. Discussion of cases on the August JWAC Agenda.
10. ADJOURNMENT.

NOTE: THE UNION MEETING WILL START AT 9:00 A.M.
IN THE GARDEN LOUNGE - DEL WEBB'S.

PROPOSED
JOINT WESTERN AREA COMMITTEE AGENDA
SUBMITTED BY THE
WESTERN MASTER FREIGHT DIVISION
AUGUST 9-10-11-12-13, 1971
DEL WEBB'S TOWNE HOUSE
MARKET AT EIGHTH
SAN FRANCISCO, CALIFORNIA
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JOINT SESSION OF THE FULL COMMITTEE - DEL WEBB'S TOWNE
HOUSE - 10:00 A.M. - MONDAY - AUGUST 9, 1971

1. Approval of the Minutes of the May, 1971 session of the J.W.A.C.
2. Discussion of cases filed with the Joint Western Area Committee deadline date.
3. Approval of the Joint Agenda for the August sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Naming of Alternate Main Committee to act on Discharges and Warning Letters with final and binding authority.
6. Change in meetings dates for November, 1971 JWAC.
7. Communications.
8. Other procedural or policy matters to come before the J WA C.
9. ADJOURNMENT.

CHANGE OF OPERATIONS

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case #
MC-CO-26-11/70

Local 741, Seattle, Washington

Multi-
Conference

Company involved: Consolidated Freightways

Change of
Operations

The following employees of Consolidated Freightways
Seattle line board request an interpretation of the seniority
application as rendered in Case #MC-CO-26-11/70.

Interpretation

Donald J. Olsen
Ed Chalupa

Bruce Thuney
Pat Bagnell

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California,
11-9-4846 Local 287, San Jose, California

Change of Company involved: All-Trans Express Company
Operations

Clarification Local 85 requests a clarification of Change of Operations
Case #11-9-4846 insofar as it concerns the seniority of
J. Zlendick and R. Menoletti.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # McCracken Bros. Motor Freight
8-70-5513

Change of Locals involved: 57, Eugene, Oregon
Operations 81, Portland, Oregon

Eliminate Portland-Eugene double turns as bid runs.

August, 1970 JWAC Action: M/m/s/c/ that this matter be referred back to the parties for further discussions and this committee retain jurisdiction to the November Agenda.

November, 1970 JWAC Action: M/m/s/c/ in Case #8-7-5513 this committee will retain jurisdiction of the company's application to eliminate its bid double turns between Portland and Eugene and Eugene and Portland to the February, 1971 session. In the interim, effective no sooner than January 1/71, the company may reduce its present three bid double Portland-Eugene turns by one, thereafter operating two Portland-based double turn schedules until this subject matter is again reviewed by this committee at its February, 1971 session. The Company need not continue to operate its Eugene-Portland double turns, effective immediately.

The allocation of the two remaining positions after the reduction as set forth above shall be bid prior to the effective date of that reduction. One of the double turn positions shall be designated as a firm protected run and shall not be subject to cancellation as a result of short line or single long line assignments. The second leg of the other bid position may be subject to cancellation at the company's option in order to facilitate short line assignments, but not to facilitate terminal-to-terminal operations pulled by extra board drivers when such terminal-to-terminal operations could be operated by the second double bid turn driver without unnecessary delay of freight or equipment shortages. The company shall designate on the bids the approximate starting times of the two double turn positions indicating the one subject to cancellation as provided above.

The company and the Union are directed to continue negotiations on dispatch and company seniority rules for the purpose of coordinating the combination of long line and short line assignments.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California
2-71-5734

Change of Company: Desert Express -
Operations Western Gillette, Inc.

Clarification On behalf of John W. Parker and Ed Mireles and all other affected drivers at Western Gillette who appear on the existing seniority list, Local 208 takes the position that Desert Express is in violation of the February, JWAC Change of Operations, wherein all new positions at Desert Express were supposed to be offered to Western Gillette personnel prior to hiring new hires. Since said Change of Operations, there have been 11 people hired at Desert Express without having bids posted at Western Gillette to enable people on the existing seniority list to transfer to Desert Express.

Case #SC-6-1-8563.

JSC Motion: That this case be referred to the JWAC Change of Operations Committee under Case #2-71-5734 for clarification.

Southern California JSC June 7, 1971.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Western Milk Transport, Inc.
2-71-5735

Change of Operations Locals involved: 208, Los Angeles, California
224, Los Angeles, California
431, Fresno, California
468, Oakland, California

Presently, we have 13 line drivers domiciled at Oakland. These runs operate predominately between Oakland and our Los Angeles, Paramount Terminal.

Changes in our business now dictate change of operations with redomicile for some of these 13 line drivers as follows:

- A. Six (6) line drivers now based and to remain domiciled and operating out of Oakland.
- B. Redomicile five (5) line drivers and their assigned equipment to Los Angeles, Paramount Terminal.
- C. Redomicile two (2) line drivers and their assigned equipment to operate out of our Fresno terminal.

Local 468 is requesting clarification of Case #2-71-5735 at the May, 1971 meeting of the JWAC.

May, 1971 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California
5-71-5892 Local 208, Los Angeles, California
 Local 224, Los Angeles, California
 Local 235, Orange, California
 Local 357, Los Angeles, California

Change of Company involved: California Motor Express
Operations

Clarification Local 85 requests a clarification of Change of Operations
 Case #5-71-5892.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-5911

Smith Transportation Company

Change of
Operations

Locals involved:

186, Santa Barbara, California
208, Los Angeles, California

Smith Transportation Company desires to make the following
change of operation:

Transfer from the Oxnard Terminal to the Los Angeles
Terminal all points and places in the area from Calabas-
as Westernly along U. S. 101 up to and including Camar-
illo, thence Northernly along State 34, thence Easternly
along State 118 to the Los Angeles County Line

Employees in Oxnard effected by this change of operation shall
be offered employment in Los Angeles, in compliance with Arti-
cle 5, Section 5, B2 of the National Master Freight Agreement.

May, 1971 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California
5-71-5912

Change of Company: Yellow Freight System, Inc.
Operations

Clarification Local 224 on behalf of Donald Calloway and all other members affected, requests clarification of the decision rendered in Case #5-71-5912 (Los Angeles) and Case #5-71-5914 (San Bernardino) by the Joint Western Area Committee at the May, 1971 hearings.

JSC Motion: That the case be referred to the JWAC for clarification.

Southern California JSC date of action June 7, 1971.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

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Case #
MC-CO-25-8/71

LEE WAY MOTOR FREIGHT, INC.

Multi-
Conference

Locals involved: 224, Los Angeles, California
886, Oklahoma City, Okla.

Change of
Operations

Los Angeles-domiciled relay drivers currently pull all freight that the Company moves between southern and northern California. This freight is being moved into Los Angeles by two (2) different operations:

- (1) Oklahoma City-domiciled sleeper teams move all the freight between Los Angeles and our current sleeper operation.
- (2) Relay drivers domiciled in San Antonio, Balmorhea, El Paso, Phoenix, and Los Angeles move all the freight between Los Angeles and our current relay operation.

The division of freight (work loads) between the relay and sleeper operation in and out of the terminals (named above) is as set out in Case #11-6-2724 heard before the Joint Western Area Committee, November 15, 1966.

In addition to our present sleeper operation we request permission to operate Oklahoma City -domiciled sleeper drivers between Oklahoma City, Fresno, Sacramento, and the Bay Area (via points presently served by the California Area (wheel) sleeper operation) over any certificated routes.

These teams will operate under the current Southern Conference Area, Over-The-Road Contract and Agreed to Dispatch Procedures between Lee Way Motor Freight, Inc. and Local 886.

Fresno, Sacramento, and the Bay Area will become destination terminals in the California Area (wheel).

This Change of Operation will only affect drivers domiciled in Los Angeles (Local 224) and Oklahoma City (Local 886). It will not affect the operation of the relay from Los Angeles East. It will displace approximately six (6) drivers in Los Angeles.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # APPLEGATE DRAYAGE & WAREHOUSE
8-71-6137

Change of Locals involved: 137, Marysville, California
Operations 150, Sacramento, California

This is to inform you that on July 6, 1971, we will take over certain rights of Ringsby North of Sacramento as a result of purchase.

We wish to make a Change of Operations as follows:

LINE SCHEDULES:

Sacramento to Herlong via Truckee Loyalton and/or Portola, as the freight demands.

Extra line schedule via any and all routes to the Greenville, Quincy, Portola and Herlong areas, as the freight demands.

PEDDLE RUNS:

Loyalton or Portola to Greenville/Taylorsville as the freight demands.

Sacramento to Roseville-Folsom areas, Marysville-Yuba City areas, Oroville-Paradise areas, Belden, as the freight demands.

This may have to be modified after we get into full operation and gain experience on this new venture.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # CALIFORNIA MOTOR EXPRESS
8-71-6138

Change of Operations Locals involved: 87, Bakersfield, California
186, Santa Barbara, California
224, Los Angeles, California

PRESENT OPERATION:

One (1) turnaround run operating between Oxnard and Los Angeles five (5) days each week, providing business is sufficient to justify such run. Normally, this run covers a total of only 112 miles each trip (56 miles each way). The run originates at Oxnard, California.

One (1) turnaround run operating between Bakersfield and Los Angeles five (5) days each week, providing business is sufficient to justify such run. The run originates in Bakersfield, California.

The two drivers involved to be moved to Los Angeles and given the opportunity to work from the Los Angeles line Over-The-Road Board.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # CALIFORNIA MOTOR EXPRESS, LTD.
8-71-6139

Change of Operations Locals involved: 87, Bakersfield, California
186, Santa Barbara, California
224, Los Angeles, California

PRESENT OPERATION

One (1) turnaround run operating between Oxnard and Los Angeles five (5) days each week, providing business is sufficient to justify such run. Normally, this run covers a total of only 112 miles each trip (56 miles each way). The run originates at Oxnard, California.

One (1) turnaround run operating between Bakersfield and Los Angeles five (5) days each week, providing business is sufficient to justify such run. The run originates in Bakersfield, Calif.

The two (2) drivers involved to be moved to Los Angeles and given the opportunity to work from the Los Angeles line Over-The Road Board.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6140

CONSOLIDATED FREIGHTWAYS

Change of
Operations

Locals involved:

186, Santa Barbara, California
208, Los Angeles, California
224, Los Angeles, California
357, Los Angeles, California
381, Santa Maria, California

As a result of the purchase of certain operating authority from Carr Bros., Consolidated Freightways will establish terminals in the areas of Goleta, California; Santa Maria, California; and Oxnard, California. In order to provide over-the-road service to these terminals, the Company proposes the following operation:

- (1) Los Angeles-based drivers running between Los Angeles and Sacramento, Los Angeles and San Jose or Los Angeles and Hayward may be dispatched via any of the above-named terminals.
- (2) Los Angeles-based drivers running turns to Bakersfield may be dispatched via any of the above-named terminals.
- (3) A minimum of one road driver will be based at Santa Maria and may be used to run between Santa Maria and Los Angeles via the above-named terminals and Bakersfield.

It will be the Company's option as to whether they use a Los Angeles-based driver on runs as outlined in Items 1 and 2 above or a Santa Maria driver as outlined in Item 3.

The Company further agrees that, for a period of time beginning with the date that the ICC approves the transfer of Carr Bros. authority to Consolidated Freightways and ending six months hence, any employee on Carr Bros. seniority lists in Los Angeles, Santa Maria, Goleta and Oxnard as of July 1, 1971 who is laid off as a result of the sale of this authority will be given employment opportunity with Consolidated Freightways at these points ahead of new hires during this six-month period. If employed by Consolidated Freightways, former Carr Bros. employees will be considered as new hires for all purposes.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # CONSOLIDATED FREIGHTWAYS, INC.
8-71-6141

Change of Operations Locals involved: 483, Boise, Idaho
670, Salem, Oregon

Consolidated Freightways, Inc. proposes to close its terminal at Ontario, Oregon. This area will be served from the Company's terminal at Boise, Idaho.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # CRESCENT TRUCK LINES
8-71-6142

Change of Locals involved: 224, Los Angeles, California
Operations 468, Oakland, California

PRESENT OPERATION:

Hayward - Six (6) men operating layover runs on a 3 and 2 basis to Santa Fe Springs.

Santa Fe Springs - Four (4) men operating layover runs on a 3 and 2 basis to Hayward.

All line drivers presently belong to Local 468.

PROPOSED OPERATION:

Redomicile the six (6) Hayward-based drivers in Santa Fe Springs. Create a line board at Santa Fe Springs running to Hayward on a 3 and 2 basis.

REASON FOR CHANGE:

Economic; needless expense presently exists in lengthy layovers taking place in Santa Fe Springs.

Santa Fe Springs generates approximately two-thirds of the volume and revenue and closes later than Hayward.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # E T M F FREIGHT SYSTEM
8-71-6143

Change of Locals involved: 150, Sacramento, California
Operations 165, Sacramento, California

SACRAMENTO - PRESENT OPERATION:

Fueling and servicing performed by members of Local 165.

PROPOSED OPERATION:

Fueling for remaining city truck to be performed by members of Local 150.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # EAST TEXAS MOTOR FREIGHT SYSTEM
8-71-6144

Change of Operations Locals involved: 104, Phoenix, Arizona
222, Salt Lake City, Utah
941, El Paso, Texas

PHOENIX - PRESENT OPERATION:

Three sleeper tractors, six drivers operating sleeper runs from Phoenix to Salt Lake City, Utah.

PROPOSED OPERATION:

Discontinue sleeper operation. Redomicile sleeper equipment and drivers from Phoenix to Salt Lake City, Utah.

SALT LAKE CITY - PRESENT OPERATION:

None

PROPOSED OPERATION:

Establish sleeper runs from Salt Lake City, Utah to Phoenix, Salt Lake City, Utah to El Paso, Texas on direct or via dispatch. Add runs as needed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # FARMERS UNION CENTRAL EXCHANGE
 8-71-6145

Change of Operations Locals involved: 690, Spokane, Washington
 741, Seattle, Washington
 839, Pasco, Washington

This is a proposed Change of Operations involving Farmers Union Central Exchange, successor to Grange Cooperative Wholesale.

Prior to the acquisition 10 drivers were involved, whose names, anniversary dates and years of services are as follows:

| <u>Drivers</u> | <u>Anniversary Date</u> | <u>Years Service</u> |
|-------------------|-------------------------|----------------------|
| <u>Pasco</u> | | |
| Jack Heffling | 5-15-65 | 6 |
| Max Kent | 3-8-71 | 3 Months |
| A. R. Struthers | 7-1-49 | 22 |
| <u>Spokane</u> | | |
| Donald Kirkeby | 11-12-57 | 14 |
| Kenneth Shoemaker | 2-15-59 | 12 |
| Bert Hamman | 4-7-71 | 1 Month |
| <u>Seattle</u> | | |
| Al Shoemaker | 2-28-47 | 24 |
| Louis H. Saxby | 2-1-54 | 17 |
| Ray Fredrickson | 9-9-48 | 23 |
| <u>Portland</u> | | |
| Leslie Rinehart | 5-26-42 | 29 |

It is proposed due to the changes set forth above that the final location for numbers of drivers and numbers of trucks will be as follows:

| | | |
|------------|----------|-----------|
| Pasco | 2 Trucks | 2 Drivers |
| Spokane | 3 | 5 |
| Seattle | 1 | 1 |
| Portland | 1 | 2 |
| Moses Lake | 1 | 1 |

On the 25th of May, 1971, Mr. Lavell of Teamsters Union, Local 741, Mr. Sarver of Teamsters Local 839, and Mr. Olds of Teamsters Local 690 were advised in writing of a proposed meeting to be held on June 2nd at 10:30 A.M. at the Company offices in Spokane, Washington, the purpose of said meeting being to present the Change of Operations program and to establish seniorities with regard to the changes. Those attending the June 2 meeting were Mr. Olds, Mr. Earl Witner, Business Agent, Local 690, Mr. Olsen of the Company, Mr. Kuh of the Company and Mr. R. E. McReynolds, Manager of the Western Distribution Center for Farmers Union Central Exchange. Mr. Sarver advised that he had an emergency and could not attend, and Mr. Lavell apparently misplaced the notice of the meeting and did not attend, however, during the course of the meeting Mr. Lavell was contacted by Mr. Olds and the matter discussed with him. The seniority was arranged as follows, subject to the approval of this committee:

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # FARMERS UNION CENTRAL EXCHANGE (Continued)
8-71-6145

The Seattle drivers, Ray Frederickson, bid on the Moses Lake position and Louis Saxby bid on one of the Spokane positions. We then opened up the bids for the remaining positions, as instructed and agreed to by the Union, and Mr. Max Kent bid for the remaining Spokane position, but under protest as he felt part of the work from Pasco was being transferred to Spokane. The protest involved having his seniority dovetailed in our Spokane operation. The Union agreed with Mr. Kent and as it would not make any difference to us, we agreed also. Mr. Olds of the Union asked me to post a seniority roster for 15 days, dovetailing Max Kent above Bert Hamman, which I did, and had no further protest.

For the committee's information, Portland is involved only through the fact that the Company intends to go from one rig and one driver to one rig and two drivers due to increase in volume.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Lodi TRUCK SERVICE
8-71-6146

Change of Locals involved: 287, San Jose, California
Operations 439, Stockton, California

On May 28, 1971, Almaden Vineyards cancelled our Local 287 one man operation.

Our driver, Alvin Costa, desires to transfer back to his original seniority position at Lodi, California effective immediately.

Facts: Lodi Truck Service seniority date is August 5, 1960 at Lodi operations.

Transferred to Local 287 on November 3, 1968 to work at Almaden's pleasure.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # NAVAJO FREIGHT LINES, INC.
8-71-6147

Change of Local involved: 492, Albuquerque, New Mexico
Operations

PRESENT OPERATION:

The present operation between Santa Fe and Los Alamos, New Mexico is line drivers from Albuquerque are dropping loads in Los Alamos and a local driver based in Santa Fe goes to Los Alamos, a distance of 40 miles, each morning and delivers and picks up freight in the Los Alamos area, returning to Santa Fe at the end of the day. Freight that he picks up is loaded on a trailer in Los Alamos and is picked up by the line driver out of Albuquerque. There are instances where freight is dropped in Santa Fe and in this case the man that goes to Los Alamos each morning would handle this freight as well as the freight that has been dropped in Los Alamos.

PROPOSED OPERATION:

We propose to continue the same type of line operation but to base a city driver in Los Alamos. Schedules handled by line drivers from Albuquerque to Los Alamos and return will be via Santa Fe on a drop and pick basis. There will be times when we will have freight in Santa Fe that will be necessary to move to Los Alamos. We propose to run this as in the past, by a Santa Fe city man. We further propose that:

- (1) The seniority roster at Santa Fe and Los Alamos shall be treated as one.
- (2) The original position in Los Alamos shall be offered to the present Santa Fe employees in accordance with their seniority. If no one desires to take the position in Los Alamos, the Company may hire a new employee in Los Alamos.
- (3) Any employee being laid off in Santa Fe may exercise his seniority to displace the employee from Los Alamos.
- (4) The Los Alamos employee may exercise his seniority to claim a vacancy in Santa Fe.
- (5) If and when it is necessary to add additional drivers at Los Alamos, it will be offered to the Santa Fe seniority board in accordance with the terms of the contract and if no one accepts, the Company may hire a new employee in Los Alamos.
- (6) Any driver being laid off in Santa Fe and not electing to exercise his seniority to claim work in Los Alamos will remain on layoff subject to recall in accordance with the applicable contract provisions and will have no claim to any of the Los Alamos work.

The Company proposes to put this operation into effect immediately upon approval of the Change of Operations Committee.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6148

PAXTON TRUCKING COMPANY

Change of
Operations

Locals involved: 467, San Bernardino, California
 692, Long Beach, California

In accordance with Article 8 (e) of the National Master Freight and Western States Area Master Agreements, Paxton Trucking Company hereby makes application for a Change of Operations relative to its move from Wilmington to Fontana.

Said move has become necessary inasmuch as the predominance of Paxton's freight is in the Fontana vicinity and to remain in Wilmington would be economically infeasible.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # THE SANTA FE TRAIL TRANSPORTATION COMPANY
8-71-6149

Change of Operations Locals involved: 208, Los Angeles, California
431, Fresno, California
467, San Bernardino, California
542, San Diego, California

PRESENT OPERATION:

One bid lay over run from Fresno to Los Angeles and return.
Two drivers based at Fresno alternating three and two trips
every other week.

One bid lay over run from San Diego to San Bernardino with
intermediate drop and pickup at Los Angeles. Two drivers
based at San Diego alternating three and two trips every other
week.

PROPOSED CHANGE:

One bid layover run from San Diego to Fresno and return with
intermediate drop and pickup at Los Angeles . Two drivers
based at San Diego alternating three and two trips every other
week.

Combination local driver based at Los Angeles to operate to
San Bernardino and return five days per week.

Combination local driver based at San Bernardino to operate
to Los Angeles five days per week.

Fresno drivers will operate on extra board already established
at that point or will be given opportunity to move to other points
when work is available.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # TRANS-WESTERN EXPRESS
8-71-6150

Change of Operations Locals involved: 81, Portland, Oregon
313, Tacoma, Washington
741, Seattle, Washington

The Company wishes to establish a Tacoma to Portland
turnaround run.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # TRANS-WESTERN EXPRESS
8-71-6151

Change of Locals involved: 57, Eugene, Oregon
Operations 81, Portland, Oregon
911, Klamath Falls, Oregon

The Company wishes to establish a Eugene to Klamath Falls
run.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # VAN-WARD SERVICES, INC.
8-71-6152

Change of Locals involved: 104, Phoenix, Arizona
Operations 208, Los Angeles, California

At the present time our drivers operating out of Los Angeles area make a trip to Phoenix approximately three times a week. The driver lays over in Phoenix and returns the next day.

Our proposed change would involve a turnaround in Desert City. Under this new operation the Los Angeles driver would take two loaded trailers as far as Desert City. At that point a driver out of Local 104 in Phoenix would meet him and the drivers would exchange trailers. The 104 driver would take the two loaded trailers into Phoenix and the Los Angeles driver, Local 208, would return the two empties to Los Angeles.

COMMITTEE FOR LOCAL OPERATIONS

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-70-5407

Local 150, Sacramento, California, and
California Motor Express

P & D
Dispute

The Union was protesting the bid position of a 3:00 a.m. bobtail, and a 3:00 a.m. tractor driver. They stated that it was their opinion that the bid had been abused because the drivers were used as dock men for the first four hours of their shift.

It was the position of the Company that bids read "dock/bobtail driver" and "dock/tractor". It was their position that six or eight people were needed in the early hours of the morning to unload freight and load the city equipment.

Case #CV-10-2832.

JSC Motion: That the Company revert back to the 1969 bid in accordance with the Union request.

Deadlocked California Valley JSC March 25, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5665

Local 386, Modesto, California, and
Delta Lines

P & D
Dispute

Union requests two more bid jobs on 4:00 a.m. shift.

Case #CV-100-3204.

JSC Motion: That the claim of the Union is allowed.

Deadlocked California Valley JSC October 27, 1970.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-71-5917

Local 17, Denver, Colorado, and
Burlington Truck Lines, Inc.

P & D
Dispute

Lester Pettera is filing for 2 hours pay at time and one-half
the rate for heavy-duty. Claim is for \$14.61.

Case #94.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
5-71-5932 McCracken Brothers Motor Freight

P & D Local 81 is in dispute with the Company due to their using a
Dispute Local 255 man to do local pickup and delivery work when
Local 81 had a man laid off.

The Union contends that Mr. DiVono was laid off December 8, 1970 by the Company and on January 5/71, Frank Filzco a Local 255 man picked up freight at Universal Car Loading and never called Mr. DiVono to do the work. The Company has never in the past worked a Local 255 man doing Local 81's work while they had a man on layoff. The Union is asking that this cease and desist.

The Company contends that due to a situation that arose years ago the Company and Union made an agreement that at times when a Local 81 man was not available the Company could use a Local 255 man to do the work and this was due to the size of the Company. When the Company laid off Mr. DiVono he was told that it would only be for a short time. Since January 2/71, the Company tried repeatedly to reach Mr. DiVono but were unsuccessful in doing so. The man was also not qualified to drive a semi and would not have been requested to do so by the Company.

Case #1974.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC March 2, 1971.

May, 1971 JWAC Action: M/m/s/c/ this case is referred back to the parties for possible settlement, and this committee will retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 186, Santa Barbara, California, and
5-71-5937 Smith Transportation

P & D Local 186 is protesting the annual Pickup and Delivery Bid
Dispute sheet of Smith Transportation, Oxnard terminal, where a
combination short line and pickup and delivery position is bid.

We are requesting a day's pay for those short line drivers
on layoff while the Company continues this practice.

Case #SC-3-1-8209.

JSC Motion: That based on Article 40, Section 2 of the
Pickup and Delivery Supplemental Agreement, the bid is
proper and the claim of the Union be denied.

Deadlocked Southern California JSC April 6, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-71-5942 Consolidated Freightways

P & D
Dispute

On Monday, April 20, 1970, the Company worked several 20% employees on a shift beginning at 10:00, at which time the Company had no bid employees starting. Several senior employees with a bid start time of 16:00 on that day are claiming 6 hours at time and one-half, contending that they should have been called in for the earlier start time.

Although conceding that the Company could utilize casuals at any time when regulars were working, the Union contends that 20% employees may only be started at start times where bid employees are started, and that the Company had previously abolished its regular 10:00 start time.

The Company contends that it has historically utilized a 10:00 start time and that because of unauthorized work stoppage elsewhere in its system, with resulting disruption of its business, it had been required to re-schedule its bid employees the week before to start times other than the 10:00 start time. The Company points out however, that it used the 10:00 start time on April 15th, 16th, and 17th the previous week.

Case #1763 (May 70-18).

JSC Motion: That the claim of the Union be denied.

Deadlocked Utah-Idaho JSC July 22, 1970.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
5-71-5952 Santa Fe Trail Transportation Co.

Office For and on behalf of Local 357 members:
Dispute

On January 5, 1971, the Company bid their annual bids. The position of routing and blocking was deleted from the bids. Santa Fe Trail Transportation Company took over complete operation of freight dock. The routing and blocking classification of work was being performed by a bargaining unit member of the railway clerks Union. We request this position be posted for bid for Local 357.

Case #SC-2-1-7954.

JSC Motion: That based on the facts presented, the bill blocking work being performed in the evening rightfully belongs to Local 357 and Santa Fe is instructed to post a bid "Checker-Loader/Bill-Blocker."

Deadlocked Southern California JSC March 3, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 741, Seattle, Washington, and
5-71-5962 Silver Eagle Company

P & D Company takes the position they can start their Local pickup
Dispute and delivery and dock help at any place of their choice.

We claim due to the fact that their terminal is 22 miles from
Seattle that drivers or helpers should be compensated from
that point.

Case #3115 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC February 18, 1971.

May, 1971 JWAC Action: M/m/s/and Deadlocked based on the
facts presented, the Company can properly instruct men to report
to their presently established location in Seattle, and their time
shall start upon reporting at that location and continue until
returning to that location.

Main Committee Action: The committee will retain jurisdiction
in this case.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-71-6153 I. M. L. Freight, Inc.

P & D R. Crumley, R. Rodriguez, L. Dunn, R. Mason, W. Washington,
Dispute are filing for one half time in violation of Article 59 .

Case #77.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 5, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6154

Local 17, Denver, Colorado, and
Miller Bros.

P & D
Dispute

Gilbert Atencio is requesting back pay from March 5, 1971.

Company has failed to pay Union scale.

Case #33.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 5, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-71-6155

Local 17, Denver, Colorado, and
Red Ball Motor Freight, Inc.

P & D
Dispute

Paul Brunick states: I am asking for a day's pay at time
and one-half as the Company worked a junior man and failed
to bring me in.

Case #72.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 5, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-71-6156 Ringsby-United

P & D
Dispute

Donald Lappin states: For two weeks the city dispatcher has been stripping and sorting bills and generally performing the duties of a bill router. Local Union asks that the next laid off man be awarded two weeks pay. Local Union also asks that this job be bid. Laid off man is Robert Butler.

Case #54.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 5, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
8-71-6157 Rio Grande Motorway, Inc.

P & D Jim Davis and Tom Snedeger were given letters for going home
Dispute after the shift was over, after signing the list stating they
did not want to work overtime on Thursday, February 25th
which gave them the 8 hours notice they needed. Also the
five or six men laid off that day. Also, Davis and Snedeger
were the two men out of eight who went home who received
letters.

Case #64.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 5, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-71-6158

Local 45, Great Falls, Montana, and
Consolidated Freightways

P & D
Dispute

Company used a bid pickup and delivery man to run Over-The-Road and did not fill his bid shift on the dock with one of the 15% men.

Employee Zumbusch has three days of 8 hours per day coming at time and one-half the regular hourly rate.

Case #M-1196.

JSC Motion: That in Case M-1196 the employee Zumbusch be paid three 8 hour shifts at straight time rate.

Deadlocked Montana JSC July 16, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6159

Local 190, Billings, Montana, and
Garrett Freightlines

Office
Dispute

Local 190 requests the payroll work be reinstated within
the bargaining unit.

Case #M-1207.

JSC Motion: That in Case M-1207 the Union's request be
denied.

Deadlocked Montana JSC July 16, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6160 California Motor Express

P & D Local 208 on behalf of top three senior men at C.M.E. on
Dispute layoff, is filing for a day's pay for every day back 45 days
that C.M.E. has implemented the 60/40 at this barn.

Case #SC-5-(2)-1-8044.

JSC Motion: That based on the letters submitted 11/12/69
to the parties, Rider #708 is null and void, therefore the
claim of the Union is allowed.

Deadlocked Southern California JSC May 4, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
8-71-6161 Consolidated Freightways - Cartage & Container Division

P & D George Gibson was dispatched to Bakersfield on a 3-stop run.
Dispute Upon his attempt to return, it began to snow and he was snowed
in until 12-20-70. Was paid for the run and then was deducted
from his check payroll period ending 1-30-71.

Claim is for time and one-half for 12-18-70 and Saturday,
12-19-70, and double time for Sunday, 12-20-70.

Case #SC-5-(3)-1-8082.

JSC Motion: That based on the facts presented, G. Gibson
was properly paid, therefore the claim be denied.

Deadlocked Southern California JSC May 3, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6162 Delta Lines

P & D For and on behalf of: G. Belyea, et al.
Dispute

Per the agreement of November 20, 1967 on the 60/40, the Local Union feels that Delta Lines has violated this agreement because the Company has used 357 men in 208 classification while 208 members are on layoff status. All 208 members who were on layoff status claim all monies due them. Since 3-1-71 various agents of Local 208 have requested and been denied payroll information sufficient for a specific man's grievance. Therefore, Local 208 is filing this grievance on their own.

The Local Union requests that the Joint State Committee examine time sheets and any other records pertaining to the computation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

Case #SC-5-1-8425.

JSC Motion: That based on the letters submitted 11-12-69 to the parties, Rider #708 is null and void, therefore, the claim of the Union is allowed.

Deadlocked Southern California JSC May 4, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6163 Lee Way Motor Freight, Inc .

P & D Detton L. Britton's seniority was violated when the Company
Dispute permitted a casual to be dispatched on March 30, 1971 at
7:30 P.M. and sent Britton home. We claim all money due.

Case #SC-5-1-8435.

JSC Motion: That based on the facts presented, the claim
of the Union be allowed.

Deadlocked Southern California JSC May 5, 1971 .

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6164

Local 208, Los Angeles, California, and
Navajo Freight Lines

Office
Dispute

For and on behalf of: John Svoboda, Arnold L. Cruz, William
J. Wolfe, Paul A. Stumpf and Troy L. Barnett.

John Svoboda, et al claims 8 hours pay when the company did
not comply with a bulletin dated February 24, 1971. Bulletin
states anyone reporting for work 30 minutes late will not be
allowed to work. Company did let Gilbert Martin, 357 office
employee work when reporting for work 1 1/2 hours late on
4/1/71.

Filing amended per letter 4/12/71 to indicate exact dates for
each member:

John W. Svoboda - 4/1/71
Arnold L. Crus - 2/25/71
William J. Wolf - 3/2/71
Paul A. Stumpf - 2/25/71
Troy L. Barnett - 2/24/71

Case #SC-5-1-8441.

JSC Motion: That based on the facts presented, the claim of
the Union be denied.

Deadlocked Southern California JSC May 4, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
8-71-6165 Imperial Truck Lines

P & D For and on behalf of: Teddy J. Carter.
Dispute

"Line drivers loading the Los Angeles Times papers at the Company dock on Saturdays and Sunday nights. Imperial Truck Lines delivers the L. A. Times to White Water and Twenty Nine Palms at the same place at White Water also at Garnet, Indio and Blythe which the dealer picks up in Indio. On the other run there are throw-offs at Skips North Shore Liquor and Bombay Beach. Drops at dealers in Niland, Brawley, El Centro and Calexico. These papers are loaded by two line drivers from various home terminals of Los Angeles, Indio or El Centro. The work involves 30 minutes each night. So I am claiming 8 hours pay for each Saturday and Sunday as listed below.

Saturday, February 20, February 27, March 6, March 13,
March 20; March 27, 1971.

Sunday, February 21; February 28; March 7; March 14;
March 21; March 28, 1971.

The names of those working in my stead were: Jim Crain, L. A. Colton, Mr. Tucker, Mr. Gerno and Mr. Dean. I am claiming monies in the amount of \$735.36.

Case #SC-5-1-8489.

JSC Motion: That based on the facts presented, the claim of the Union be allowed.

Deadlocked Southern California JSC May 6, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and
8-71-6166 Milne Truck Lines

P & D For and on behalf of: Raymond Price.
Dispute

The Company abolished my router-blocker position and denied me the right to bump a junior man in another position based on my seniority. I am a qualified hostler and feel I am entitled to hostler wages from May 10, 1971 until the time of settlement of this grievance, plus all overtime Kent Glazier makes. They also forced me to bid check-loader position I now hold.

Case #SC-6-1-8618.

JSC Motion: That based on the facts presented, the claim of the Union be upheld.

Deadlocked Southern California JSC June 9, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
8-71-6167 Westransco

P & D For and on behalf of: John Brickley.
Dispute

I am claiming that another man with less seniority than I was called to work in my stead on April 26, 1971; the junior man is Angel. Therefore, due to this seniority violation, I am claiming one day's pay of \$39.08, plus overtime if worked.

Case #SC-6-1-8641.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC June 9, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 381, Santa Marie, California, and
 8-71-6168 Bigge Drayage

Heavy Union in behalf of Jon Grindle demands he be paid \$10.00
 Specialized for layover as other employees at the same terminal are
 Oilfield paid \$10.00 and not just \$5.75.
 Dispute

Case #HSO-7-1-247.

JSC Motion: That based on the facts presented, the layover
 pay at Santa Maria is set as \$10.00.

Deadlocked Southern California JSC July 15, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 386, Modesto, California, and
8-71-6169 Delta Lines, Inc.

P & D Union claims 4 hours pay for Want on 3-23-71 when System '99'
Dispute driver drove fork lift on dock.

Union claims on 3-22-71, a System '99' driver came into the terminal with a palletized load and was told there was no one around and to drive the fork lift. The driver refused and took the load back to Stockton. The next day another driver took the load to Modesto and drove the fork lift to unload. Union claims Stockton driver has no right to drive the fork lift on Modesto dock.

Company claims they tried to arrange the crew the following day to be available before noon. The load did not arrive on time and once again, the dock had no employees available when the truck arrived. The driver was instructed by his Company to unload the truck.

Case #CV-41-3535.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC May 27, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 386, Modesto, California, and
8-71-6170 Delta Lines, Inc.

P & D Union stated working leaderman who starts a 12:00 p.m. shift
Dispute was home and station agent performed work. Company has
always replaced man on vacation, etc. Union claims you cannot
have a leadman steady and not replace for a day.

Company claims they do replace the working leaderman when off
for vacations but for one day sickness or holidays never have.

Case #CV-61-3680.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC June 23, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 386, Modesto, California, and
8-71-6171 Delta Lines, Inc.

P & D Union claims pay difference for Mancebo on 4-23-71 when
Dispute Company used non-bargaining employees as Leadmen.
Union claims 3:00 a.m. working leaderman was off on birthday
and Company used office clerical employee in his place.
Company replaces men for working leadman when off on
vacation and sickness, but not for one day.

Case #CV-61-3685.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC June 23, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 431, Fresno, California, and
8-71-6172 O.N.C. Motor Freight System

P & D Union requests 8 hours pay for senior man off when Company used
Dispute non-bargaining personnel on dock 4-15-71.

Union claims pay for time Terminal Manager was on the dock receiving freight. There was no bargaining unit employee on the dock.

Company claims this is a six man terminal and drivers do all the work. In this case drivers out and an Interline carrier brought in freight, unloaded his truck on the platform. Freight never moved - only B/L signed.

Case #CV-51-3608.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC May 26, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
8-71-6173 Delta Lines

P & D Union claims line driver arrived in terminal and was redispached
Dispute to Port of Stockton to pick up another train. Union claims driver
went to terminal and it becomes local work.

Company claims the Oakland short line driver went to Modesto,
then to Stockton terminal, and then proceeded to the Port of
Stockton, picked up a load and continued on to Oakland.

Case #CV-61-3698.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC June 23, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
8-71-6174 Shippers Express Co.

P & D Union claims seniority violation, and claims one day's pay for
Dispute senior man on layoff when manager delivered freight on 4-9-71.

Union claims Terminal Manager delivered freight to a market in
Ceres. Union claims Manager not allowed to deliver.

Company claims the driver left freight on the dock so manager
took the freight, couldn't find the driver so delivered to the
customer. Driver was given warning notice for failure to take
the freight and didn't take the waybill either.

Case #CV-51-3610.

JSC Motion: That based on the facts presented, the claim of
the Union be denied.

Deadlocked California Valley JSC May 26, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
8-71-6175 Shipper's Express

P & D Union claims one day's pay when office personnel did dock work on
Dispute 4-23-71.

Union claims office girl was required to go out on the dock, find the freight and issued to an Interline Carrier.

Company claims they hired a casual to work on dock when Terminal Manager was absent and dock leadman took his place. Leadman was supposed to be available.

Case #CV-51-3625.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC May 26, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
8-71-6176 T.I.M.E., DC. Inc.

P & D Union claims 8 hours premium pay for senior man when line
Dispute driver did local work.

Union claims the line driver came into the terminal and then went to Ripon, California, picked up a load and proceeded to Los Angeles. Union claims only agreement was a line driver coming into Ripon was to meet the Stockton man and Stockton man was then to bobtail back to Stockton terminal. There was no agreement to leave trailers at Ripon to have line drivers pick up.

Company claims they have an agreement with the Union that loading and unloading and making up sets would be done by Stockton people, except in cases of completed sets which could be picked up in Ripon. Los Angeles driver did not come through the Stockton terminal.

Case #CV-41-3518.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC May 27, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-71-6177 Consolidated Freightways

P & D Local 741 requests workaroud pay from Consolidated Freight-
Dispute ways for Tony P. Milascich in the amount earned by D. Pierre,
a junior man, who worked on Sunday, May 23, 1971, in violation
of Tony Milascich's seniority and workaroud pay for 2 hours
at the overtime for V. J. Beatovich, when on Tuesday, May
18, 1971, Ivan Westergard, a junior employee on the same shift
as Beatovich was called in 2 hours earlier in violation of
Beatovich's seniority.

Local 741 also requests runaround pay for 2 hours at the over-
time rate for C. T. Sherry when on Tuesday, May 11, 1971,
Ron Herbert, a junior employee on the same shift, was called
in 2 hours earlier in violation of C. T. Sherry's seniority.

Case #3269 (U) and 3270 (U).

JSC Motion: That the Union's position be upheld in Cases 3269 (U)
and 3270 (U).

Deadlocked Washington JSC June 16, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-71-6178 Consolidated Freightways

P & D Under Article 43, Section 2, of the Western States Area Pick-Up
Dispute and Delivery Supplement, Local 741 requests that Consolidated
Freightways abide by the contract and award choice of premium
day overtime for hostling work by seniority.

Case #3259 (U).

JSC Motion: That due to the lack of mutual understanding between
the parties, Article 59, Section 2 (c) applies.

Deadlocked Washington JSC May 19, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
8-71-6179 O. N. C. Motor Freight System

P & D Local 741 requests O.N.C. continue paying overtime rate when
Dispute employees are required to work beyond normal quitting time,
regardless of incidents or situations which may arise during
normal working hours that may cause employees to lose time.

On May 7, 1971, the following employees worked beyond normal
quitting time:

Jack Carter - 45 minutes
Bob Mackey - 45 minutes
Lenard Hawkins - 45 minutes
Gary Murray - 45 minutes

Union is in accord with straight time deduction from employees'
pay of 45 minutes when Union was forced to call a strike to
require Company to comply with J.S.C. ruling.

Case #3279 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC June 16, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 856, San Francisco, California, and
8-71-6180 O.N.C. Motor Freight System

Office Union claims Company in violation of Article 43 of Western
Dispute States Area Office Supplemental Agreement (WSA Master).

Work schedule of the data processing department was changed from the dayshift to a swingshift beginning at 5:30 p.m. The personnel performing this work were moved to that shift. Union feels these jobs should have been bid.

It was the position of the Company that they could change the starting times without posting bids. The change was made so that the work load would be better distributed.

Case #6-71-CB-4096.

JSC Motion: That the Company is not in violation of Article 43.

Deadlocked California Bay JSC June, 1971.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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|---------------------|-------|--|
| Case # 8-71-6181 | L-920 | <u>W. C. ANDREWS</u> , member of Local 492, Albuquerque, New Mexico. Employee of Whitfield Transportation, Inc. Request is for a period of 60 days, effective June 15, 1971, for the purpose of taking care of his Father and his Father's properties. |
| | L-921 | <u>NORMAN A. HILL</u> , member of Local 150, Sacramento, California. Employee of E.T.M.F. Freight System. Request is for a period of 90 days, effective May 5, 1971, for the purpose of accepting job as District Safety Supervisor for E.T.M.F. Freight System. |
| | L-922 | <u>NEAL M. NEFF</u> , member of Local 104, Phoenix, Arizona. Employee of E.T.M.F. Freight System. Request is for a period of 90 days, effective June 7, 1971, for the purpose of Dispatching vacation relief. |
| | L-923 | <u>JAMES FRANCIS GAHAFFER</u> , member of Local 208, Los Angeles, Calif. Employee of T.I.M.E., DC. Inc. Request is for a period of 90 days, effective June 16, 1971, for the purpose of becoming City Driver Supervisor. |
| | L-924 | <u>RICHARD W. GIFFORD</u> , member of Local 180, Los Angeles, Calif. Employee of Illinois-California Express. Request is for a period of 90 days, effective June 7, 1971, for the purpose of working in non-covered position (Dispatcher). |
| | L-925 | <u>EDWARD DENNIS</u> , member of Local 81, Portland, Oregon. Employee of O.N.C. Motor Freight System. Request is for a period of 90 days, effective June 28, 1971, for the purpose of taking a position with Local 81 as Business Agent. |
| | L-926 | <u>DOUGLAS W. McCLURE</u> , member of Local 81, Portland, Oregon. Employee of O.N.C. Motor Freight System. Request is for a period of 90 days, effective July 1, 1971, for the purpose of night line dispatching. |
| | L-927 | <u>GORDON WALLIS</u> , member of Local 208, Los Angeles, Calif. Employee of Dart Transportation Service. Request is for a period of 60 days, effective July 1, 1971, for the purpose of accepting position of Assistant Night Manager, a non-covered position. |
| | L-928 | <u>JOE BOOTHMAN</u> , member of Local 81, Portland, Oregon. Employee of Widing Transportation Company. Request is for a period of 90 days, effective July 6, 1971, for the purpose of taking a position of Dispatcher. |
| | L-929 | <u>HARRY SHARP</u> , member of Local 81, Portland, Oregon. Employee of I-5 Freightlines, Inc. Request is for a period of 90 days, effective July 12, 1971, for the purpose of Dispatching. |

(Continued on Following Page)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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|-----------|-------|--|
| Case # | L-930 | GERALD DEES, member of Local 208, Los Angeles, Calif. |
| 8-71-6181 | | Employee of California Motor Express. Request is for a period of 90 days, effective July 12, 1971, for the purpose of assuming duties as Dock Foreman, duties of which are not covered by the Western States Area Pick-Up and Delivery Supplemental Agreement. |
| | L-931 | WILFORD L. BEASLIN, member of Local 222, Salt Lake City, Utah. Employee of I.M.L. Freight, Inc. Request is for a period of 90 days, effective September 1, 1971, for the purpose of serving as Business Representative for Local 222. |

MAIN COMMITTEE

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 146, Colorado Springs, Colorado, and
5-70-5231 Rio Grande Motor Way, Inc.

P & D
Dispute

Daniel Jardon states: I am claiming 2 1/2 hours premium pay for March 4, 1970 when Robert Graham who is a twenty percenter was called in ahead of me. He punched in at 5:00 A.M. My bid starting time is 7:00 A.M. He was given a half hour overtime at the bottom of the shift, plus a 2 hour early call-in. There is no 5:00 A.M. regular shift, but this man is being called in regularly at this time.

Case #111.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: M/m/s/and Deadlocked that the position of the Union be upheld.
(Note: Cases #5-70-5231 - 5232 - & 5233 were heard together)

Main Committee Decision: M/m/s/c/that the committee hold jurisdiction in these three cases pending the obtaining of the transcript in the cited precedent case, and that the Company be instructed to bring in the twenty percenters on the regular starting times without prejudicing this case.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-70-5232

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Richard H. Polage states: On February 26, 27, and March 5th, Bob Graham was asked by Bob Harbeke to come to work at 4:30 A.M. On February 26th, 6:00 A.M. on February 27th, and 5:00 A.M. on March 5th. These are not regular shifts and would be considered premium times. I am time slipping for this time - 2 1/2 hours on February 26th, 1 hour on February 27th and 2 hours on March 5th at time and one-half.

Bob Graham is a 20 percenter. My starting time is 7:00 A.M.

Case #114.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: The decision in Case #5-70-5231 applies.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-70-5233

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Richard Polage states: I am claiming 2 hours premium pay for March 6, 1970 and 2 hours premium pay for March 10th, when Robert Graham who is a twenty percenter was called in ahead of me. He punched in at 5:00 A.M. Also claiming 2 hours premium for March 18th when Robert Graham was called in ahead of me. My bid starting time is 7:00 A.M. and there is no 5:00 A.M. regular shift, but this man is being called in regularly at this time.

Case #115.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: The decision in Case #5-70-5231 applies.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
11-70-5592

Local 81, Portland, Oregon, and
McCracken Brothers Motor Freight

O-T-R
Dispute

Local 81 is disputing the Company's violation of the short line agreement. This dispute is filed on behalf of Robert G. Carnes and we are asking for 3 1/2 hours on July 12, 1970, and three hours on July 19, 1970 for the same short line violation.

Mr. Robert Carns the number four line driver for McCracken Brothers was dispatched to Eugene on Sunday, July 12, 1970, and left Portland at 8:30 p.m. arrived in Eugene at 11:15 p.m. worked his trailer until 2:45 a.m. and took thirty minutes for lunch, arriving back in Portland at 5:30 a.m.

The Union is asking for three and one-half hours overtime for the time worked on a premium day.

The Company contends that they pay the applicable short line scale and they are not obligated to pay the time and one-half rate when a short line driver performs a service on a premium day.

Case #1719.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC August 3, 1970.

November, 1970 JWAC Action: M/m/s/c/ that the panel retain jurisdiction and it be referred back to the parties for possible settlement.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-71-5794

Local 386, Modesto, California, and
Yolo Transport

O-T-R
Dispute

Union claims pay for 7 men when Company failed to dispatch them.

Union claims the 7 drivers reported to work on this particular day and because of a labor dispute at cannery, the Company did not put to work. Union entered time claimed. Union claims Company agreed to pay it and later refused.

Company claims men are dispatched the night before and when they showed up for work refused to cross the picket line. Men did go to work after picket line withdrawn.

Case #CV-100-3189.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked California Valley JSC December 22, 1970.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-71-5796 All-Trans Express

Master Company is paying line scale on certain runs, claims is true
Dispute short line and should be paid as such.
Company contends they are being penalized unfairly, and that
the true scale should be short line.

Case #11-0-CB-3685.

JSC Motion: That based on the facts presented in this case,
the panel recognizes a need for relief and the case is moved to
the Joint Western Area Committee for a final decision based
on Article 6 of the National Master Freight Agreement.
Motion Carried.

California Bay JSC December 15, 1970.

February, 1971 JWAC Action: M/m/s/c/ to refer this case
back to the parties for possible settlement and this committee
will hold jurisdiction.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-71-5856

Local 357, Los Angeles, California, and
Hopper Truck Lines

Sub-
Contracting

For and on behalf of: Carl Stanoyevic. Violation of Article
32, Section 1.

Hopper Freight Lines has been farming out freight while laid off employees are laid off and not working. We feel that we should have first choice on the freight that is sub-contracted to G. I. Trucking, G & H Trucking and Bott Trucking, Same Day Delivery Service and others. We are asking for all back pay while Hopper is sub-contracting freight.

Case #SC-12-70-7697.

JSC Motion: That based on the facts presented, there is no sub-contracting, therefore, the claim of the Union be denied.

Deadlocked Southern California JSC January 27, 1971.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-71-5857

Local 357, Los Angeles, California, and
O. N. C. Motor Freight System

Sub-
Contracting

For and on behalf of: Carl Stanoyevic and employee members.
Violation of Article 32, Section 1.

O.N.C. has been farming out freight while men are on layoff status. We feel we should have first choice on the freight that is sub-contracted to G. I. Trucking, G. & H. Trucking, Bott Trucking and Same Day Delivery Service and others.

We are asking for all back pay while O.N.C. is sub-contracting freight.

Case #SC-12-70-7703.

JSC Motion: That based on the facts presented, there is no sub-contracting, therefore the claim of the Union is denied.

Deadlocked Southern California JSC January 27, 1971.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-5983

Local 81, Portland, Oregon, and
Ringsby Pacific, Ltd.

O-T-R
Dispute

Local Union No. 81 is protesting the Company's use of leased equipment in and out of Portland.

Local Union No. 81 is protesting the use of leased equipment by Ringsby, Ltd. in and out of Portland. The Union contends that the Company is in violation of several articles of the Master Freight Agreement, both the Over-the-Road, and Pickup & Delivery Local Cartage and Dock Workers Supplemental Agreements. The case is based on the day of January 19, 1971, when equipment #8310-8165 was in the Portland terminal.

The Company contends that in the east, the contract allows the Company to use leased equipment in lieu of use of piggy back for the overload of cargo. The Company feels that they are entitled to do so if necessary.

Case # None Given.

JSC Motion: That because of the Subject matter involving more than one Joint Council it be referred to the Joint Western Area Committee.

Motion Carried.

Oregon JSC.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon
5 - 71 - 5985 Local 162, Portland, Oregon, and
Widing Transportation Company

Tanker
Dispute

Local Union No. 81's position is that the Company is in violation of the contract because Widing Transportation has three separate seniority boards operating prior to the first week in November, 1970. The first seniority board called St. Johns Chemical Division is under the jurisdiction of Local Union No. 162, Widing Petroleum board is under the jurisdiction of Local No. 81 and the Oregon Supplemental Tanker Agreement and Everts Commercial Transportation is also under Local 81 and the Oregon Supplemental Tanker Agreement. In April, 1970, Widing got temporary authority and was purchasing Everts Commercial Transportation Company, when permanent authority came through in the later part of October, 1970, the Company unilaterally and arbitrarily merged the Everts board with the drivers of the St. Johns Chemical Company board although they are operated under different jurisdictions; therefore causing the drivers who are under the jurisdiction of Local 81 a loss of wage because of the merger. The Union feels the Company is in violation of not only in respect to jurisdiction, but also to the financial loss of the drivers due to the merger of the two boards.

The Company contends that they have had a jurisdictional problem between the three different tanker boards and therefore to bring this problem to light they felt the merger of the two boards was justified in this all "impossible" situation.

Case #1905.

JSC Motion: That the Union's position be sustained.

Deadlocked Oregon JSC March 1, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and
5-71-5988 Consolidated Freightways

Master
Dispute

Case #CV-31-3491: Local 150 vs. Consolidated Freightways
Martin T. Hosford claims the Company is in violation of Article 6, Section 1, Paragraph 1. Hosford claims this violation occurred as a result of a change of operation Case #MC-CO-15-8/70 (1841). Additional statements of the same nature to be submitted at time of hearing.

Case #CV-31-3492: Local 150 vs. Consolidated Freightways
Gerald E. Lilly claims the Company is in violation of Article 6, Section 1, and further claims that due to a change of operation his regular bid run, Sacramento to Medford, Oregon, six (6) days a week for the last ten (10) years, has been changed to five (5) days a week, making Sacramento to Redding turns. Also claims that if three (3) men had not been allowed to transfer into Sacramento, there would be enough work for the original four (4) drivers that had been stationed in Sacramento since 1961 (1830).

Union claims cases involve the change of operations. Three men were allowed to move in and they were senior to local line men. Union questioned at time of hearing whether work would be available for 7 men, and Company said there would be. Since that time 1 to 5 men have not been working. Union had no quarrel with the decision as long as the 7 men worked as promised by the Company at time of change. Company has violated this statement since the men have not worked. Driver Steward gave dates and list of men not worked as result of other men coming onto the board. Hosford read statement of grievance. Union claims vacation replacements have nothing to do with it as this has always been handled by heavy duty local men as a past practice. Union claims Bay Area men have been dispatched through Sacramento to pick up sets.

Company claims on moves of this type, the Company used a certain period of time considered the lowest ebb of business and estimates the number of men to be noted. There are 26 weeks of vacation to be covered by the men and also 6 of the men have worked fairly steady. All terminals losing men were allowed to bid on the change which involved 1650 men. Company cannot predict business being down. When business picks up, 7 men will not be enough.

Case #CV-31-3491 and Case #CV-31-3492.

JSC Motion: That based on the facts presented, the Sacramento line board is overloaded for available work.

Deadlocked California Valley JSC March 24, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and
5-71-5992 Transcon Lines

O-T-R
Dispute

Local 180 takes the position that Davis and Creed are entitled to 5 hours pay at \$4.37 per hour, a total of \$21.85 for each man. This team arrived in Phoenix on October 23, 1970 at 8:30 A.M. (their arrival time was 10:00 A.M.) and were put on turn by the dispatcher, they were hooked up and in checking their equipment they found a grease seal out on one wheel and reported same. They were instructed to call Oklahoma City shop, which they did. Phoenix Terminal was told to get repairs made by an outside agency, which they did. The truck was repaired and the team was on their way in 5 hours. There are no cleanup facilities as required in the Contract at the Phoenix Terminal, and they were not effectively relieved of duty as they were not sent to a motel. Therefore, based on the facts as stated above, the Union contends that this team was on straight time from time of arrival until time of departure. Paylog #44951; date of denial: 11/17/70. ✓

Case #SC-4-1-8008.

JSC Motion: That based on the facts presented this case is properly before the Committee and should be heard on its merits.

Deadlocked Southern California JSC April 14, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and
5-71-5995 Consolidated Freightways

O-T-R Local 190 requests pay for all time spent at North Dakota and
Dispute Wyoming ports of entry for all Billings drivers from February
1, 1971 to date.

Case #M-1126.

JSC Motion: In Case #M-1126 that the Union position be upheld.

Deadlocked Montana JSC March 19, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-6010

Local 468, Oakland, California, and
Transcon Lines

O-T-R
Dispute

Union claims abuse of free time. Grievants arrived in Toledo at 0330 October 21, and were not dispatched until 0300 October 23. A Bay Area team was dispatched from Detroit via Cleveland, with a half set for the Bay Area and an empty. They dropped the empty and picked up another half set for the Bay Area. The grievants were held in Toledo until a full set materialized for the Bay Area.

Money claim for October 21, 1970 (rejected December 8, 1970) in the names of John L. Swicegood and Bob White. That the grievants should have taken the half set.

That the Bay Area team had arrived in Detroit prior to the grievants arriving in Toledo; and the dispatch was proper.

Case #1-71-CB3768.

JSC Motion: That the claim of the Union is allowed.

Deadlocked California Bay JSC February 16, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-6021

Local 690, Spokane, Washington, and
Consolidated Freightways, Inc.

O-T-R
Dispute

The Company is asking for relief from a seniority dispatch road
board in Spokane.

Case #3155 (C).

JSC Motion: Company's position denied.

Deadlocked Washington JSC March 17, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-6023

Consolidated Freightways, and
Local 741, Seattle, Washington

MASTER
Dispute

In accordance with Article 6, Section 1 of the National Master Freight Agreement, Consolidated Freightways is requesting relief from the Joint Area Grievance Committee from a Maintenance of Standards involving a seniority dispatch at our Seattle terminal. Such a dispatch is causing undue hardship on the Company, as well as the road drivers on the bottom of the seniority board.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-6123

Local 150, Sacramento, California, and
A. W. Hays Trucking

Agricultural
Horticultural
Dispute

Union claims runaround pay for members on layoff when
Company used non-bargaining people to do the work.

Union claims Company has sold tractors to anyone and worked
the buyers of the equipment. Union quoted contract. Union
entered list of laid off employees and owner-operators who are
employed. Contract deals with providing work for the men
and nothing else. Union and JWAC did not receive notice.
The work load is the same.

Company claims there is no provision saying Company cannot
sell equipment. Company claims list of employees not
proper. Company claims selling of equipment has nothing
to do with man getting job. Company now back to 1966 amount
of equipment. Company claims every year they have sold
equipment. Claim they notified C.T.A. of sale of equipment.

Case #AH-41-133.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC - no date of action
given.

May, 1971 JWAC Action: M/m/s/c/ this case is referred
back to the parties for possible settlement. This committee
will retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 45, Great Falls, Montana, and
8-71-6182 Ringsby Pacific

Master Delivery truck was driven by Terminal Manager from garage
Dispute to terminal.

Case #M-1169.

JSC Motion: That Claude Gillin be paid 8 hours pay at the applicable rate.

Deadlocked Montana JSC May 20, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6183

Local 57, Eugene, Oregon, and
McCracken Bros. Motor Freight

O-T-R
Dispute

Local 57 is in dispute with McCracken Bros. Motor Freight
over their running double turns to Portland on the short line
hourly rate.

Local 57 contends that McCracken Bros. should pay the mileage
of 440 miles rather than the hourly rate.

The Company contends the short line application is the correct
application and is paying accordingly.

Case #2031.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 12, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-71-6184 East Texas Motor Freight System

Interpre-
tation

The Union contends that East Texas Motor Freight did not properly pay Mr. Harry W. Hollibaugh and Robert E. Adams their vacation pay according to Article 51, Section 7, of the Pick-Up and Delivery Supplemental Agreement. These men have been off work due to illness for a large portion of the year, but were still paid vacation pay on the one-fifty-second formula.

The Union is asking that in the event a man should retire or become disabled disallowing him to work anymore in the craft before the completion of the year on a proven illness, that the figure to determine his vacation pay should be according to the number of weeks worked rather than one-fifty-second of his gross pay.

Case #1991.

JSC Motion: That because of the case being an interpretation of the new contract, it be referred to the Joint Western Committee. Motion Carried.

Oregon JSC date of action June 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-71-6185 Garrett Freightlines, Inc.

Interpre- Local 81 is in dispute with Garrett Freightlines over their
tation application of computing vacation pay.

The Union contends that Garrett did not properly pay E. E. Wright his vacation pay according to Article 51, Section 7, of the Pick-Up and Delivery Supplemental Agreement. Mr. Wright was off sick for a large portion of the year but was still paid vacation pay on the one-fifty-second formula. The Union is asking that in the event a man should retire or become disabled disallowing him to work anymore in the craft before the completion of the year on a proven illness, that figure to determine his vacation pay should be according to the number of weeks worked rather than one-fifty-second of his gross pay.

The Company feels that they are correct in paying the vacation to Wright according to the contract.

Case #1992.

JSC Motion: That because the case is an interpretation of the new contract, it be referred to the Joint Western Committee.
Motion Carried.

Oregon JSC date of action - June 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-71-6186 Garrett Freightlines, Inc.

O-T-R The Union contends that on April 7, 1971, the Company called
Dispute R. J. Graber between 7:00 p.m. and 8:00 p.m. and he picked
a Boise-Spokane trip at that time. The Company did call his
father after he had left home, but he was not able to be reached
and was not notified the run was cancelled. He showed up for
his departure and found out at that time. The Union is asking
for six hours for showtime.

The Company contends that the driver was called between 1800
and 1900 hours, but when the run was cancelled out, called his
home at 2140 to notify him of this. All the drivers know that
on a preferential board when you pick and choose you gamble
on to whether or not the run can cancel out, as it did in the
case of R. J. Graber.

Case #2002.

JSC Motion: That the claim of the Union be denied.

Deadlocked Oregon JSC June 7, 1971/

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
8-71-6187 Garrett Freightlines, Inc.

O-T-R Local 81 is in dispute with the Company over their refusal to
Dispute pay drivers check time on minimum runs which come under the
six and eight hour rider agreement.

The Union contends that they are in dispute with the Company over their refusal to pay drivers check time on minimum runs which come under the six and eight hour rider agreement, R-131 of 1962. This dispute is filed for drivers Kenneth Deckly, Jerry Passmore and F. A. Bott and all other drivers who have been denied this rider agreement.

In January 1, 1971, the hourly rate caught up with the mileage rate from Portland to Medford with 273 miles involved. The Company is continuing to pay mileage instead of the eight hours plus the drivers have coming.

The Company contends that the rider agreement which is applicable in Washington and Oregon was negotiated to provide relief to the Northwest carriers from a previous Joint Western Committee ruling which had provided for the concept of a guarantee for miles driven only, and which had been superimposed upon the miles and/or hours provision which had historically been applicable to the Western Conference, though the Joint Western Committee allowed the Northwest operators to apply the 6 and 8 hour guarantee for under 200 and over 200 mile runs for miles driven only.

Case #2013.

JSC Motion: That the Company's position be denied.

Deadlocked Oregon JSC June 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-71-6188 Ringsby Pacific Ltd.

O-T-R The Union contends that Frank Fellows was in Medford eleven
Dispute hours before he got out and driver G. E. Hanson sat six hours
before he was dispatched out. The Union is asking for 1 1/4
hours for Fellows and two hours for Hanson for abuse of free
time.

Case #2001.

JSC Motion: That under the circumstances of the facts in
this case, the claim of the Union be upheld.

Deadlocked Oregon JSC June 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
8-71-6189 Ringsby Pacific Ltd.

O-T-R Local 81 is in dispute with the company over their failure to
Dispute comply with the new pay scales for the drivers on runs from
Portland to Medford.

The Union contends that they are in dispute with the Company over their refusal to pay drivers check time on minimum runs which come under the six and eight hour rider agreement R-131 of 1962. This dispute is filed for all drivers who have been denied this rider agreement.

In January 1, 1971, the hourly rate caught up with the mileage rate from Portland to Medford with 273 miles involved. The Company is continuing to pay mileage instead of the eight hours plus that the drivers have coming.

The Company's position is that the rider agreement which is applicable in Washington and Oregon was negotiated to provide relief to the Northwest carriers from a previous Joint Western Committee ruling which had provided for the concept of a guarantee for miles driven only, and which was superimposed upon the miles or hours provision which had historically been applicable to the Western Conference though the Joint Western Committee allowed the Northwest operators to apply the 6 and 8 hour guarantee for under 200 and over 200 mile runs for miles driven only.

Case #2012.

JSC Motion: That the Company's position be denied.

Deadlocked Oregon JSC June 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-71-6190 Widing Transportation Company

Tanker The Union contends that the Company is in violation of Article 5,
Dispute Section 3, sub-section (a-4) involving Dean Brumet's failure to
be dispatched out south when he is the senior employee and when
the Company does not have parallel operating rights in California.

The contract reads that if the merger, purchase, acquisition,
sale, etc., involves two companies which do not have parallel
operating rights then separate seniority lists will be maintained
for the separate non-parallel operations. This applies to Widing
Transportation's newly acquired Everetts drivers and St. Johns
drivers.

Case #2006.

JSC Motion: That the claim of the Union be denied.

Deadlocked Oregon JSC June 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 85, San Francisco, California, and
8-71-6191 Western Carloading

Master Claim for rate for "new equipment."
Dispute

Union claims that Company, when they moved to their new operation installed a "Towveyor" in their dock. The Union claims that this Towveyor is a new piece of equipment for the Company, and that its installation has resulted in numerous layoffs. Union feels that a new rate should be negotiated for this equipment so as to counteract the layoffs it has caused.

The Company's position is that the Towveyor is in no sense of the word a piece of new equipment. It might not have been used in the past by this particular installation, however, it is commonly used throughout the freight industry with no penalty wages attached to it. The layoff of which the Union is talking was a result in decrease in business and had nothing to do with any increased efficiency due to the Towveyor operation.

Case #5-71-LD-6204.

JSC Motion: That the claim of the Union is denied due to the fact that Article 6, Section 4, of the National Master Freight Agreement is not applicable in this case.

Deadlocked Joint Council #7 Labor-Management Committee
May 6, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 104, Phoenix, Arizona, and
8-71-6192 Cantlay & Tanzola

Tanker It was mutually agreed between the parties that the decision in
Dispute Case #T-120-1958 will settle the following cases:

T-120-1959, T-110-1908, T-110-1925, T-110-1926, T-110-1927,
T-110-1928, T-110-1929, T-110-1930, T-110-1931, T-110-1932,
T-110-1933, T-100-1880, T-100-1883, T-100-1885, T-100-1886,
T-100-1895, T-100-1896, T-100-1897.

Union read the letter from the Union to Cantlay & Tanzola. Union claims direct violation of Article 43, Step 4 of the Tanker Supplement. Union also claims a past practice that Phoenix drivers have always unloaded California drivers' loads when Phoenix men were available. Union claims they had people available to do this work at this time.

Company removed equipment from Phoenix, except one truck, and placed the affected men on layoff, and notified Union by letter. Company claims that 80% of the loads were unloaded by Los Angeles drivers.

Case #T-120-1958.

JSC Motion: That based on the past practice of Phoenix men performing local work when the men were available, the claim of the Union be allowed for a day's pay for the day in question when the Los Angeles driver performed local work in the Phoenix area when Phoenix men were on layoff.

Deadlocked California-Arizona-Nevada Joint State Tank Committee
May 20, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 104, Phoenix, Arizona, and
8-71-6193 Milne Truck Lines, Inc.

Interpre- Money claims for Clyde Bates and William Holly, April 27 and
tation 28, 1971.

Robert Perrine, for the Union, claims that through movement of freight constitutes long line work to be paid at the line rate. The loads were picked up 77 miles from Phoenix by employees junior to drivers Holly and Bates, and the loads moved through the terminal in Phoenix. The Company knew of the dispatch two hours in advance.

Mr. LeRoy Milne, for the Company, stated this is a short line run, under 100 miles. An unassigned man was dispatched. If a senior man is available he would be given the assignment. Mr. Bates is a bid hostler.

Case #379.

JSC Motion: That Clyde Bates and William Holly be paid the difference between what they earned and what they would have earned had they been properly dispatched on April 27 and 28. The question whether the work is short line or long line shall be referred to the Joint Western Area Committee for interpretation. Motion Carried.

Arizona-New Mexico JSC June 3, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 104, Phoenix, Arizona, and
8-71-6194 Western Gillette, Inc.

O-T-R Money claim for Virgil Rogers, April 14, 1971.
Dispute

Bob Perrin, for the Union, claimed that a shipment of 23,100 lbs. should have been handled by Western Gillette and not interlined to the Arizona Division (Sunshine Service) and work given to Virgil Rogers who was the senior qualified driver who was on layoff and available. The Union had understood that Western Gillette would not give shipments of more than 10,000 pounds to the Sunshine Service Division. A similar claim was settled and withdrawn when the Company paid the claim. This claim is for an 8 hour minimum at the line rate - \$38.16.

Bill Lacy, for the Company, stated that the prior claim was paid in error because he had then misunderstood the nature of the claim.

Western Gillette had intrastate rights South of Highway 66, limited to 10,000 pounds. As of February, 1970, the weight limit was lifted by I.C.C. Western Gillette had always interlined intrastate freight with other carriers, as a Company prerogative prior to the establishment of the Arizona Division, Sunshine Service on September 14, 1970.

Roy Wade, Terminal Manager of the Arizona Division, Sunshine Service, stated that in this particular shipment that pup load would not pay enough and it was combined with an interlined load from East Texas Motor Freight that was solicited for delivery in the Globe-Miami area. Before the Arizona Division Sunshine Service was established a salesman had not been employed to develop traffic in the Globe-Miami area.

Case #364.

JSC Motion: That the claim of the Union be paid.

Deadlocked Arizona-New Mexico JSC June 3, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 137, Marysville, California, and
8-71-6195 Pacific Motor Trucking

O-T-R Union claims non-bargaining employees were used to deliver
Dispute freight from the terminal.

Company claims the customer was on strike and Company used
non-bargaining employee to drive the truck and deliver the load.

Case #CV-61-3686.

JSC Motion: That based on the facts, the claim of the Union
is denied.

Deadlocked California Valley JSC June 23, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-71-6196 Consolidated Freightways, Inc.

O-T-R Local 180 on behalf of all men affected, including men who are
Dispute on layoff, requests all monies due them when Consolidated
Freightways piggybacked trailers loaded with freight from Los
Angeles to points East, when they had men and equipment availa-
ble. On dates listed below, the following trailers were taken to
Las Vegas and put on the rail and sent east by piggyback:

3/3/71, 3/5/71 and 3/6/71 - Trailers #REA 709-914,
270-542, UPZ 201-946, 201-590, 201-838, RIAS 709-914,
UPZ 201-361, UPZ 201-756.

Local 180 requests a sleeper trip for the drivers affected from
Los Angeles to Kansas City and/or Chicago on all loads which
were put on the rail at Las Vegas. It is the position of Local 180
that the Company recently went thru a Change of Operations and
as a result put people on layoff, and then instituted this piggyback
operation resulting in Local 180 drivers losing these trips.

Case #SC-6-(5)-1-8517.

JSC Motion: That based on the facts presented, the claim of
the Union be allowed for the difference between Los Angeles and
Las Vegas, and Los Angeles and Ashfork.

Deadlocked Southern California JSC June 22, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-71-6197 Navajo Freight Lines, Inc.

O-T-R
Dispute

Local 180 is requesting that Rupert Conklin and T. Thomas be compensated for the difference in a round trip from Los Angeles to Amarillo, Texas and return, and a round trip from Los Angeles to Fort Wayne and return, or \$169.18 for each.

On April 1, 1971, the Company dispatched Conklin and Thomas who were on the East Board to Amarillo and then dispatched an extra man and a bid driver who was on the West Board to Fort Wayne.

Based on the facts above and because all drivers were available at call time, it is the position of the Union that this claim should be paid.

Case #SC-6-1-8689.

JSC Motion: That based on the facts presented, the claim of the Union be allowed.

Deadlocked Southern California JSC June 22, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-71-6198 T.I.M.E., DC. (LASME)

O-T-R Local 180 is asking that three Los Angeles teams be compensated
Dispute for all time involved when the Company violated a Company work
rule on February 23, 1971, whereby the Company ran three
Seattle teams around the Los Angeles teams in Seattle. The
Los Angeles teams involved are:

Nicoll and Barnett 11 1/4 hours each man

Joy and Smith 12 hours each man

Lovett and Burwell Time on Lovett and Burwell will be
determined when this grievance is
presented.

Case #SC-5-1-8404.

JSC Motion: That based on the fact there was no revenue
freight in the trailers dispatched, the claim of the Union be
denied.

Deadlocked Southern California JSC May 3, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-71-6199 T.I.M.E., DC. Inc.

O-T-R
Dispute

Local 180 takes the position that Pollock is entitled to be compensated in the amount of \$15.00 for expenses which he paid and for which the Company was obligated. Pollock became ill enroute and went to the hospital and the Company sent him a plane ticket to come home by coach. Pollock paid the difference out of pocket for a first class ticket. Even though this is contractually correct, the Company denied his claim.

The Union feels that this is a valid claim and should be paid by the Company. Trip #534224 dated April 13, 1971.

Case #SC-6-1-8705.

JSC Motion: That based on the provisions of Article 40, Section 10, the Company was proper in securing a coach plane ticket for the return of the ill employee to his home.

Deadlocked Southern California JSC June 22, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6200

Local 190, Billings, Montana, and
Consolidated Freightways

O-T-R
Dispute

Local 190 requests pay for check time for driver Phillips
on June 4, 1971.

Case #M-1200.

JSC Motion: That in Case M-1200 the position of the Union
be upheld.

Deadlocked Montana JSC July 16, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6201

Local 190, Billings, Montana, and
Consolidated Freightways

O-T-R
Dispute

Local 190 requests pay at turn point for R. W. Schlemmer
on April 17, 1971.

Case Number - None given.

JSC Motion: That driver Schlemmer be paid for all time
he had to lay at Butte, the turn point.

Deadlocked Montana JSC June 18, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6202

Local 190, Billings, Montana, and
Ringsby United

O-T-R
Dispute

Local 190 requests runaround pay for Bob Robbennolt on
May 2, 1971.

Case Number - None given.

JSC Motion: That due to the driver passing a trip, the
claim of the Union be denied.

Deadlocked Montana JSC June 18, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6203

Local 190, Billings, Montana, and
United Ringsby

O-T-R
Dispute

Local 190 requests pay for Harry Mann for cleaning windows.

Case #M-1175.

JSC Motion: That in Case M-1175 the claim of the Union be
denied.

Deadlocked Montana JSC May 20, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6204 Krown Transportation

Master Paul C. Fuery claims monies due him for spending time in jail
Dispute as a result of Company ignoring citation issued for owner's
responsibility.

Case #SC-6-(5)-1-8432.

JSC Motion: That based on the facts presented the claim of the
Union be allowed.

Deadlocked Southern California JSC June 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-71-6205 Consolidated Freightways

O-T-R Local 222 is claiming the 15 minutes fuel time at outside vendors
Dispute per Company letter of April 14, 1971, in behalf of all line drivers
at Salt Lake City, Utah.

The Union bases its claim on the Company's letter dated February 17, 1971, and under Article 6, Maintenance of Standards, National Master Freight Agreement.

The Company contends that it began to pay the 15 minutes in error in February and discontinued it within 90 days and accordingly is not bound under Article 6.

Case #1981 (May 71-7)

JSC Motion: That under Article 6 of the National Master Freight Agreement, the claim of the Union be denied.

Deadlocked Utah-Idaho JSC May 27, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-71-6206 Consolidated Freightways

O-T-R
Dispute

Salt Lake City-domiciled line driver M. S. Johnson was called for a Rawlins trip at 19:00 on April 5, 1971. In checking his logs it was determined that he only had 15 hours of driving time available, which the Company contends is not sufficient driving hours to make a Rawlins trip. At 24:00 the Company dispatched Mr. Johnson to Winnemucca. He claims 5 hours runaround, contending that another driver was sent to Rawlins at 19:00.

The Union denies that it has agreed to the 16 hour minimum as contended by the Company.

Case #1996 (May 71-22).

JSC Motion: That since it appears that there is a bonafide dispute between the Company and the Union as to what is a reasonable minimum available hours requirement on a Rawlins run, it is the decision of this committee that Mr. Johnson be paid 2 1/2 hours, and the Company and the Union are directed to meet and negotiate reasonable available hour minimums on all regular runs out of Salt Lake City.

Deadlocked Utah-Idaho JSC May 27, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-71-6207 I. M. L. Freight, Inc.

O-T-R
Dispute

Two Salt Lake City-domiciled sleeper teams were dispatched from Salt Lake City to Grand Island, Nebraska to pick up loads of government bonds at the ammunition depot near Grand Island. They arrived at the arsenal and waited 5 1/2 hours while they were loaded, which time was paid. When the loading was completed the drivers were told that the bills of lading and other paper work had not been completed and would not be available and when the drivers called the Company for instructions, they were directed to go to the hotel.

The Union contends that the layover provisions of the agreement do not apply because the original dispatch was not to a lay point with the intent that the drivers lay over.

The Company originally paid all of the delay time, but on the following payday deducted 12 hours per man, contending that this was free time at the layover point.

Case #2011 (June 71-10).

JSC Motion: That the claims be allowed.

Deadlocked Utah-Idaho JSC June 24, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-71-6208 Pacific Intermountain Express

O-T-R The Company dispatched two single man drivers with separate loads
Dispute of ammunition, directing them to take their meal stops at the same
time and have one driver guard both loads while the other driver
ate and conversely. The drivers were stopped a total time of one
hour and split the time, one eating for the first half hour and
guarding the equipment, the second half hour, and the reverse.
Driver Johnson claims pay for the entire hour.

It is the Union's position that the Company ordered the drivers
to stop and the entire time is payable.

Case #1988 (May 71-14).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Utah-Idaho JSC May 27, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6209

Local 224, Los Angeles, California, and
Consolidated Freightways

O-T-R
Dispute

Local 224 on behalf of Eugene O. Whittington and all affected
drivers, claims the Company is not complying with Local 224
Check and Fuel Rider #205, and claims monies 45 days back
from the date of this filing.

Case #SC-5-1-8515.

JSC Motion: That all time spent fueling en route and in
terminals shall be paid for in addition to the time required in
Rider #205.

Deadlocked Southern California JSC May 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6210 Consolidated Freightways

O-T-R Local 224 on behalf of Jess T. Lovett claims 9 3/4 hours for
Dispute having been instructed by dispatcher to lay over at a roadside
rest area to be able to obtain sufficient hours to return to Los
Angeles. This occurred on April 14, 1971.

Case #SC-6-1-8658.

JSC Motion: That based on the facts presented, the claim of
the Union be upheld.

Deadlocked Southern California JSC June 10, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6211 Dart Transportation Service

O-T-R Local 224 on behalf of Max Meier and all affected drivers,
Dispute requests the committee to instruct the Company to award all
the bid runs which in the past have been bid and awarded.

The Company refuses to award these bids based on the bid
Max Meier bid. We request all monies lost by Max Meier
and all affected drivers because of this seniority violation.

Case #SC-5-1-8520.

JSC Motion: That based on the facts presented, the claim
of the Union be allowed.

Deadlocked Southern California JSC May 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6212 East Texas Motor Freight

O-T-R
Dispute

Case #SC-11-70-7597: Local 224 on behalf of John Travers claims misdispatch on July 28, 1970 when a Phoenix-based man deadheaded into the Montebello terminal and took a load back to Phoenix, and Mr. Travers did not work. This claim is for a round trip from Montebello to Phoenix and return (\$102.56).

Case #SC-12-70-7744: Local 224 on behalf of Donald Couch claims a misdispatch on September 15, 1970 when two Phoenix-based men deadheaded into the Montebello terminal and Couch was not dispatched on September 16, 1970 or September 17, 1970.

Cases #SC-11-70-7597 and SC-12-70-7744.

JSC Motion: That based on the facts presented, the claim of the Union be allowed.

Deadlocked Southern California JSC June 21, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6213 E.T.M.F. Freight System

O-T-R Local 224 on behalf of Maurice Riganti protests the seniority
Dispute roster that was posted on 11-9-70. He is protesting the
position of George Shearer and C. Dallas, due to the fact
that both of these drivers had transferred on their own to the
terminals that they came from under Change of Operations
Case #11-9-4844.

Case #SC-5-(4)-1-8374.

JSC Motion: That based on the facts presented, G. Shearer's
company line seniority date is 2-3-55; C. Dallas' company
line seniority date is 8-15-59.

Deadlocked Southern California JSC May 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6214 E . T. M. F. (East Texas Motor Freight System)

O-T-R Local 224 on behalf of Robert H. Gray claims abuse of free
Dispute time on May 1, 1971, when the Company held him 17 1/2 hours
without just cause.

Case #SC-6-1-8664.

JSC Motion: That based on the facts presented, the claim of
the Union be allowed in the amount of six (6) hours.

Deadlocked Southern California JSC June 21, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6215 Pacific Intermountain Express

O-T-R Local 224 on behalf of all the drivers affected at P.I.E. requests
Dispute the Company to comply with Article 60, Section 2, of the Over-
The-Road Supplement.

Amended as follows: This grievance is filed on behalf of all
affected employees, specifically Ray Cleveland for claim sub-
mitted and denied by the Company on April 26, 1971.

Case #SC-6-1-8676.

JSC Motion: That based on the facts presented, the claim of
the Union be upheld.

Deadlocked Southern California JSC June 21, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California,
8-71-6216 Local 467, San Bernardino, California, and
Marwais Steel Company

O-T-R Union claims full pay for L. Rogers for every day other people
Dispute have worked and Rogers has been off.

Rogers is a seniority employee with Marwais Steel. The Company changed their operations and laid Rogers off. Since that date the Company has employed junior men from another local (467).

The Company's position is that when Rogers was put on the seniority list, it was with the **understanding** that he would move to Los Angeles area, as the major portion of the work originated there. Mr. Rogers refused to move when the Company changed the routing. The Company had no other alternative than to lay Mr. Rogers off and employ a Local 467 man to handle the distribution out of Los Angeles.

Case #4-71-6139.

Joint Council #7 Motion: That the position of the Union be upheld due to the fact that a change of operations was not processed.

Deadlocked Joint Council #7 Labor-Management Committee
May 6, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
8-71-6217 Telfer Tank Lines

Tanker Union claims Frits is not being allowed to work on extra board
Dispute because of receiving a 502 on his own time - he was on layoff at
the time.

Company says that under D.O.T. regulations he cannot work.
Fritz is asking to work under the P.U.C. work when it is
available.

Case #T-61-2116.

JSC Motion: That Emerson Frits be returned to work according
to his seniority on P.U.C. loads only, and will not qualify on
the \$100.00 spread money board.

Deadlocked California-Arizona-Nevada Joint State Tank
Committee June 17, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 381, Santa Maria, California, and
8-71-6218 Douglas Oil Company

Tanker Union claims Gilbert Gray should be returned to work as of
Dispute 4-1-71 as seniority rights were violated. Union also claims 2
 days pay for waiting.

Union claims Gray was hurt in an industrial accident 42 months ago which finally resulted in the amputation of his foot. Driver applied to Company for a waiver of D.O.T. regulations. Union read the letter to Gray from the Company. Union read report of examiner who gave Gray his tests, both written and driving, because of Company's insistence. Gray passed all tests and the Company then reversed themselves and refused to apply for a waiver.

Company stated they were told by the D.O.T. that crude oil is a flammable material and products hauled by the Company are classified as hazardous. The Company is fearful of liability in case of an accident.

Case #T-51-2091.

JSC Motion: That the claim of the Union be allowed and the Company be directed to file jointly with Mr. Gray for a waiver.

Deadlocked California-Arizona-Nevada-Joint State Tank Committee
May 20, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 431, Fresno, California, and
8-71-6219 Western Gillette, Inc.

O-T-R
Dispute

Case #CV-51-3652: Local 431 requests pay for Earle Freis for difference between Stockton turn and Oakland mileage via Stockton as this is bid Fresno-Oakland via Stockton or San Jose, April 3 and 4, 1971.

Case #CV-51-3653: Local 431 requests difference in pay for Earle Freis between 8 hours and asks low mileage via Stockton one way as this is a Fresno-Oakland bid via Stockton and/or San Jose.

Union claims driver paid 8 hours and was turned at Stockton when the bid was for Oakland.

Cases #CV-51-3652 and CV-51-3653.

JSC Motion: That based on the facts presented, the claim of the Union is denied.

Deadlocked California Valley JSC June 23, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
8-71-6220 Batteate Livestock Transportation

Sub- Union claims five trucks were parked by the Company and
Contracting drivers were laid off. One truck was sent to Brentwood.
Jinochio Livestock owns both companies. Trucks are dispatched
from Stockton. Men were asked to work at a reduced scale.
Jinochio Livestock is under another contract other than Teamsters.

Union feels this is a subterfuge. Jinochio now doing the work
that formerly was done by Batteate.

Case #CV-61-3671.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Valley JSC June 23, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 467, San Bernardino, California, and
8-71-6221 California Motor Express, Ltd.

O-T-R Local 467 on behalf of all affected members protests the company
Dispute establishing bid runs from San Francisco to Los Angeles and
Colton without going through a Change of Operations or con-
tacting Local 467.

Case #SC-6-(2)-1-7980.

JSC Motion: That based on the facts presented, the Company
is not in violation of Article 44, Section 4.

Deadlocked Southern California JSC June 22, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-71-6222 Garrett Freightlines, Inc.

O-T-R Money claim as of March 3, 1971 and April 16, 1971 for George
Dispute M. Hays. Grievant claiming one-half hour for dropping mail
at both Sacramento and Reno.

Grievant had been receiving pay for dropping mail for the past
19 years.

Company willing to pay for time actually worked, but driver did
not take more than ten minutes. Company presented charts to
support their position.

Case #5-71-CB-4034.

JSC Motion: That the claim of the Union is upheld.

Deadlocked California Bay JSC June, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-71-6223 Garrett Freightlines, Inc.

Master Protest of suspension letters dated May 25, 1971 issued to
Dispute Marvin W. Teel, Jess J. Garcia, David G. Madsen, Robert
D. Brownfield, and George M. Hays.

The Employers position is that under the provisions of Article 8
of the National Master Freight Agreement, the employees shall
not be entitled to or have any recourse to the grievance procedure.

Case #6-71-CB-4081.

JSC Motion: That the question of suspension is improperly
before this committee in accordance with Article 8 (3) of the
National Master Freight Agreement.

Deadlocked California Bay JSC June, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-71-6224 Pacific Intermountain Express

Master Retention of Maintenance of Standards. Union states that
Dispute Company had lockers for line drivers. The Company arbitrarily
removed same. Union requests they be reinstalled.

The Company states that they need the room formerly used
for these lockers, in that due to remodeling the room is being
used to house the computer section. There is no space availa-
ble for drivers lockers at this time.

Case #5-71-CB-4016.

JSC Motion: That the claim of the Union is allowed.

Deadlocked California Bay JSC May 18, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-71-6225 Pacific Motor Trucking

O-T-R Money claim as of May 10, 1971 for H. L. Peralta. Change
Dispute in bid days on a Los Angeles mail run from Monday, Wednesday,
Friday to Tuesday, Thursday and Saturday.

As a result of the change in bid days, grievant had missed a
half Los Angeles trip. Union claims change was made without
concurrence of the Union.

Company stated they had written the Union a letter advising
them of the change, and that under the change, the drivers were
working a full week in most cases. Under the old bid days, the
runs were being cancelled one day a week.

Case #6-71-CB-4080.

JSC Motion: That based on the facts presented, the claim of
the Union is allowed.

Deadlocked California Bay JSC June, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 492, Albuquerque, New Mexico, and
8-71-6226 Navajo Freight Lines, Inc.

Master Glenn Jones, for the Union, requested that the Company make
Dispute arrangements to provide suitable and adequate parking space for
employees' automobiles. The parking previously available was
on Santa Fe Railroad property; the claim is that the Company is
responsible to provide parking as is done in Los Angeles and
Kansas City.

Bob Yaeggi, for the Company, stated that they now provide 6,500
square feet of parking, no more has ever been provided. There
is adequate curb parking available within two blocks of the terminal.

Case #381.

JSC Motion: That the Company shall provide parking space for
employees.

Deadlocked Arizona-New Mexico JSC June 3, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 492, Albuquerque, New Mexico, and
8-71-6227 Transcon Lines

O-T-R Don Orozco, for the Union, claims that Mr. Romero was available
Dispute for work but was not called to salvage a load in Gallup, New Mexico.
Extra help was hired in Gallup to do the work. The claim is for
two days for \$77.12.

Bill Robinson, for the Company, stated that the Albuquerque
terminal was advised by Oklahoma City to send two pups to Gallup.
When the Albuquerque driver arrived in Gallup, a line driver
supervisor from Los Angeles was in charge of salvage; he had
hired Gallup resident help.

Case #402.

JSC Motion: That the claim be paid.

Deadlocked Arizona - New Mexico JSC June 3, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 495, Los Angeles, California, and
8-71-6228 Transcon Lines

Automotive Local 495 on behalf of Raymond Fridley, claims four hours
Dispute premium pay for seniority violations on April 28 and 29, 1971.

Case #SC-6-1-8654.

JSC Motion: That based on the facts presented, the claim of
the Union be denied.

Deadlocked Southern California JSC June 10, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 631, Las Vegas, Nevada, and
8-71-6229 Milne Truck Lines

O-T-R The Union protests the use of line drivers employed at Milne
Dispute Truck Lines to load gypsum products at Blue Diamond, Nevada
prior to their return to Los Angeles. Claim such work should
be assigned to local drivers at Las Vegas terminal.

Case #SC-6-1-8721.

JSC Motion: That based on the facts presented, the claim of
the Union be allowed.

Deadlocked Southern California JSC June 22, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 690, Spokane, Washington, and
8-71-6230 Garrett Freightlines, Inc.

O-T-R "Asking that Robert N. Snow be placed on the regular seniority
Dispute list as an Over-The-Road driver at the Spokane terminal with
seniority date of March 3, 1971."

"We are also asking the Company to pay Robert Snow all monies earned by employees who are not on the regular seniority list who were hired after Robert Snow's seniority date of March 3, 1971, and pay the Health & Welfare and Pension on the basis of the contractual terms."

Case #3257 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC May 19, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 692, Long Beach, California, and
8-71-6231 Lodi Truck Service

O-T-R
Dispute

Case #SC-6-1-8724: Local 692 is requesting the committee to instruct Lodi Truck Service to properly compensate our member, Harold Murphy, for 40 miles which he was shorted during the week of March 22, to March 27, 1971, when he made two trips to San Leandro.

Case #SC-6-1-8725: Local 692 is requesting pay for 96 miles for our member, Harold Murphy, for the week of March 28, 1971 through April 3, 1971.

Cases #SC-6-1-8724 and 8725.

JSC Motion: That based on the facts presented, the claim of the Union be allowed.

Deadlocked Southern California JSC June 22, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
 8-71-6232 Ringsby - United

O-T-R The Local Union claims that Ringsby leasors are delivering
 Dispute miscellaneous groceries , etc., to multiple drops in the
 Seattle area without going through the terminal .

Case #3280 (U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC June 16, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-71-6233 United-Buckingham

Short Line The factual case to be presented at the August, 1971 Joint
Dispute Western Area Committee will, in the Union's opinion, prove
that the Company is operating a dock to dock operation as
"Short Line".

We claim this is not proper and the Company should reimburse
the drivers under the long line application.

Case #3291 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC June 16, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
 8-71-6234 Consolidated Freightways

O-T-R Donald B. Sawicki states: This grievance is about the 30 days
 Dispute lodging a Company pays a driver when he is transferred from
 one terminal to another.

I transferred from Chicago to Denver, reported February 5, 1971.
 On February 23, 1971, I asked for the first two weeks in March
 for vacation. Mr. Pompili gave me the OK to do so. I returned
 from vacation March 19, 1971. Upon returning I asked Mr.
 Pompili if Consolidated would still pay my motel bill. He said
 he did not know but would check.

After staying one week at Western Motor Inn, Mr. Ray Payne
 owner told me he had talked to Mr. Pompili and that Consolidated
 would pay for the remaining 30 days. I checked out of the motel
 March 30, 1971, not having been there a total of 30 days. I
 received a bill from the motel April 11, 1971, stating Consolidated
 would not pay any of the bill since I had returned from vacation.
 I called Mr. Pompili about the bill April 12, 1971; he said he
 would check it out. I heard nothing for a month. I called
 Mr. Pompili again on May 7, 1971, he then said Dave Haynes
 refused to pay on the grounds it was not 30 consecutive days,
 completely ignoring the vacation issue.

I believe Consolidated Freightways should be liable for at
 least 7 more days.

Case #34.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 2, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6235

Local 961, Denver, Colorado, and
Ringsby-United

O-T-R
Dispute

Floyd Kelley states: The Company called a man with less seniority in when I was available and not called. The man called in was John Lewis at 12:42, April 3, 1971.

Case #29.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 5, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
8-71-6236 T.I.M.E., DC. Inc.

Automotive Harold Anderson and Al Weems state: From April 17, 1971
Dispute to April 26, 1971, Walt Merkling partsman was on vacation.
During the time Merkling was on vacation, the Company brought
David Patterson, who is a lube man, into the parts room to
cover the swing shift. While Patterson was working in the parts
department, the Company was covering his day shift in the
lube department by calling men in on overtime.

If the Company had left Patterson on his regular job there
would not have been overtime in the lube department, which
would then have made the overtime in the parts department
where it should properly have been in the first place.

We claim 9 hours overtime per day for April 17, 18, 19, 24,
25, and 26, 1971.

Case #16.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 2, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6237

Local 961, Denver, Colorado, and
Union Pacific Motor Freight

O-T-R
Dispute

Raymond Griffin states: The dispatcher did not call me.
He called lower man on the seniority list.

Case #3.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 5, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 962, Medford, Oregon, and
8-71-6238 Consolidated Freightways

O-T-R
Dispute

The Union contends that the Company has a small rig that always needs fueling at Medford before it turns for Redding and the driver of that rig must always fuel and he has always been paid for it in the past. On the trip sheet of Ed Jolly he itemized the ten minutes for fuel time but the Company failed to pay this.

The Company contends that the man failed to itemize his trip sheet correctly. The Company states that the man failed to properly exclude non-paid items and then show any time that is over the amount required by the Department of Transportation and the Company as itemized separately.

Case #2030.

JSC Motion: That the claim of the Union be denied.

Deadlocked Oregon JSC July 12, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 962, Medford, Oregon, and
8-71-6239 East Texas Motor Freight

O-T-R
Dispute

The Union contends that they received a letter from the Company on June 17, 1971, stating that they were doing to discontinue paying 452 miles from Medford to Seattle and as of July 1, 1971, they would pay 444 miles instead.

The Company has always in the past paid four miles coming in and four miles going out of Portland on off route miles and are taking this away at this time. The Union contends that they are filing this on a Maintenance of Standards.

The Company contends that in the past the drivers were required to come into the city on a certain route because of the explosives they hauled and were always paid the additional eight miles for this purpose. They are no longer required to come the same route and the Company can cut the mileage effective July 1, 1971 as per the contract.

Case #2020.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC July 12, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 983, Pocatello, Idaho, and
8-71-6240 Garrett Freightlines

Master Chick Nelson is a Pocatello local employee with considerable
Dispute seniority. His bid is day shift checker, but he has historically
been used for heavy-duty work in the afternoons when no one else
is available.

Several weeks ago Nelson's drivers license was suspended as a
result of a drunk driving charge. Rather than suspend him from
his bid job (which required some driving) or move him to a less
desirable shift for strictly dock work, the Company made every
effort to continue to work him in the normal manner. At approxi-
mately 13:30 on June 4, 1971, the Company received a rush call
for a refer unit to be taken out of the Kraft Cheese plant with a man
to load. The only man available was Nelson, who could not drive.
A Company Supervisor, Roger Richards, drove the rig and Nelson
to the Kraft plant where Nelson loading the equipment at which
time Richards drove the load and Nelson back to the terminal.

The Union claims 8 hours pay for the senior man on layoff, con-
tending that the Supervisor, in driving Nelson to the cheese plant,
was performing bargaining unit work.

The Company contends that no Teamster lost employment; that
in driving Nelson to the work it was merely protecting his job
and that no claim is payable.

Case #2027 (June 71-26).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Utah-Idaho JSC June 24, 1971.

DISCHARGES AND WARNING LETTERS

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 962, Medford, Oregon, and
5-71-6055 East Texas Motor Freight

Discharge Local 962 is protesting the discharge of Edgar Marion by
East Texas Motor Freight.

The Union contends that at 2:00 A.M. on February 16, 1971, Mr. Marion was driving on I-5 just past the Sutherland hill when he came upon an accident in which three cars were involved. The night was foggy and Mr. Marion was traveling approximately 42 miles an hour when he realized that he could not stop so made an attempt to go between two of the cars hitting the one car slightly and causing no damage to his own rig. The Union feels that Mr. Marion did an excellent job under the circumstances and that he should be put back to work.

The Company contends that they discharged Edgar Marion for an accident they classified as preventable. In June 1969, Marion was given a two week suspension for an accident in which he was involved. On the night in question the company contends that if driver Marion was driving with the weather conditions the accident would not have happened.

Case #1874.

JSC Motion: That Ed Marion be put back to work Tuesday ,
March 2, 1971 with no back pay.

Deadlocked Oregon JSC March 1, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-71-6130

Local 208, Los Angeles, California, and
T.I.M.E., DC. Inc.

Suspension

For and on behalf of: J. D. Almaraz, E. L. Banuelos and
John Passi.

Company violated seniority of above members when they
reported to work on March 29, 1971 and Company refused to
work them and issued them a 5-day suspension. We claim
all money due.

Case #SC-5-1-8464 - 8466 - and 8468.

JSC Motion: That based on the facts presented, the claims
of the Union be allowed.

Deadlocked Southern California JSC May 5, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-71-6241 I. M. L. Freight

Suspension Arthur Mandel protests suspension as unfair and unjust.
Case #68.
JSC Motion: None given.
Deadlocked Colorado-Wyoming JSC May 5, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
8-71-6242 Consolidated Freightways

Discharge Fred Koehne protests his discharge after working 12 days.

Case #114.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 2, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 53, Bozeman, Montana, and
8-71-6243 The Milwaukee Motor Transportation Co.

Discharge Requesting William J. Reiner be reinstated with full back pay
and no loss of seniority rights. Discharged April 6, 1971, as
a result of accident on that date.

Case #M-1167.

JSC Motion: That if the Company cannot produce documentary
evidence that the Local Union was notified of the discharge that
Mr. Reiner be reinstated with full back pay and no loss of
seniority.

Deadlocked Montana JSC May 20, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8-71-6244 Western Truck Manpower

Discharge Local 180 on behalf of Ray Dougan protests his termination by
Western Truck Manpower, letter of which was issued to him
dated April 16, 1971.

The Union contends that this action on the part of the Company
was not justified and we therefore request that Dougan be returned
to his former position with no loss of seniority or other benefits
and be compensated for all time lost.

Case #SC-6-(5)-1-8551.

JSC Motion: That based on the facts presented, R. Dougan be
returned to work upon presenting the Company with a full medical
release to perform his regular duties.

Deadlocked Southern California JSC June 8, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6245 Wescartage Company, Inc.

Discharge Local 208, on behalf of Walter McKiernan, protests termination
of May 12, 1971. Request is that he be returned to work with no
loss of seniority and compensated for all time lost.

Case #SC-6-1-8598.

JSC Motion: That based on the facts presented, Walter
McKiernan be returned to work with full seniority and com-
pensated for all time lost.

Deadlocked Southern California JSC June 8, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6246 Contractors Cargo Co.

Discharge Local 224 on behalf of driver Alex F. Guzman protests his
discharge on April 26, 1971 for alleged dishonesty.

We request that he be reinstated with full seniority, fringe
benefits and compensation for all time lost.

Case #HSO-5-71-234.

JSC Motion: That based on the facts presented, the discharge
of Alex F. Guzman be sustained.

Deadlocked Southern California JSC May 27, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6247 Desert Express

Discharge Local 224 on behalf of Gilbert Nunez protests his discharge for alleged drunkenness on May 13, 1971. We request that he be reinstated with full seniority, fringe benefits and compensation for all time lost.

Case #SC-6-1-8745.

JSC Motion: That based on the facts presented, Nunez be returned to work with full seniority and compensated for all time lost.

Deadlocked Southern California JSC June 10, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6248 General Cable Corporation

Discharge Local 224 on behalf of Ray Dane protests his discharge as of
May 24, 1971, for alleged dishonesty and falsification of
records. We request that Mr. Dane be reinstated with full
seniority, fringe benefits and compensation for all time lost.
Case #HSO-6-71-240.

JSC Motion: That based on the facts presented, the discharge
of Ray Dane be sustained.

Deadlocked Southern California JSC June 24, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
8-71-6249 Western Gillette, Inc.

Discharge Local 224 on behalf of Lauren D. Caldwell protests his discharge
on May 26, 1971 for alleged recklessness resulting in a serious
accident on May 22, 1971. We request that he be returned to
work with full seniority and compensation for all time lost, plus
fringe benefits.

Case #SC-6-1-8746.

JSC Motion: That based on the facts presented, the discharge be
sustained.

Deadlocked Southern California JSC June 11, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
8-71-6250 Illinois - California Express

Discharge For and on behalf of: Donald R. Reilly

Complaint by Reilly: Received a telegram on 5-7-71 stating that I had been discharged as of this date for continued abuse of starting time. In the last 10 days I have not been late without calling in prior to my starting time and on each occasion I received an okay from my supervisor. The first time I had a flat tire and was approximately 6 minutes late. The second time I called in I told the supervisor I had a flat tire and on my way to work and that my spare tire was flat, and that I would have to have my wife pick me up and take her back home before I could come in. I also stated that if it was going to cause problems I would take the night off. He told me he was short of help and to come in and nothing would be said.

I am asking to be returned to work with full seniority and compensated for all time lost.

Case #SC-6-1-8610.

JSC Motion: That based on the fact that the man was not tardy, but was off absent due to illness, he be returned to work with full seniority and compensated for all time lost.

Deadlocked Southern California JSC June 9, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
8-71-6251 Transport Clearings

Discharge For and on behalf of: Marrienne Egri.

Complaint by Egri: I was terminated at 7:45 a.m. April 27, 1971 .
Reason: "violation of warning notice issued February 26, 1971
excusing self from work for fictitious reasons." I wasn't able
to report for work Monday, April 26, 1971 because my car
wouldn't operate. I called Company prior to my starting time
and advised same. I have work receipt by mechanic at the
Gulf Station where the work was performed on my car Monday,
April 26th. I am asking to be returned to work with full seniority
and compensated for all time lost.

Case #SC-6-1-8636.

JSC Motion: That based on the facts presented, M. Egri be
returned to work on her next regular shift with full seniority and
compensated for all time lost.

Deadlocked Southern California JSC June 9, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-71-6252 Western Truck Manpower

Discharge Local 468 protests the discharge of Raymond J. Tackett.

Case #5-71-CB-4007.

JSC Motion: That the case is improperly before the committee
due to the fact that it was heard on April 19, 1971 in Carmel,
California.

Deadlocked California Bay JSC May 18, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 495, Los Angeles, California, and
8-71-6253 Navajo Freight Lines, Inc.

Discharge Local 495, on behalf of Robert Crouch, protests improper
discharge of April 20, 1971.

Case #SC-6-1-8647.

JSC Motion: That based on the facts presented, the discharge
be denied, the man be returned to work with full seniority and
compensated for all time lost.

Deadlocked Southern California JSC June 10, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 631, Las Vegas, Nevada, and
8-71-6254 Post Transportation

Discharge Local 631 protests the discharge of Manchuso.

Company claims the driver was discharged for verbal and threatened physical abuse of a supervisor. On January 8, 1971, driver was issued a warning notice for threatened physical abuse. On March 12th was given a warning notice for refusing a trip, and on May 21, 1971, was discharged.

Union claims the supervisor hit the driver first. Union is willing to have a lie detector test. Union brought their witnesses but where are the Company witnesses to verify the statements.

Case #T-61-2104.

JSC Motion: That based on the facts presented, the discharge be sustained.

Deadlocked California-Arizona-Nevada Joint State Committee
June 17, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-71-6255 Consolidated Freightways

Discharge Local 741 protests the suspension and termination of John C. Cook by Consolidated Freightways and requests his reinstatement with full seniority and pay for time lost, starting from the time he has recovered from injuries received in the Consolidated Freightways truck accident until he is returned to work.

Case #3263 (U) and 3264 (U).

JSC Motion: That based on the facts presented in this case, Cook be returned to work when he is released by his doctor and with full seniority.

Deadlocked Washington JSC June 16, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-70-5648

Local 468, Oakland, California, and
Transcon Lines

Warning
Letter

Gerald Cohen was issued a warning letter on June 10, 1970
for preventable accident.

The grievant was driving correctly and the camper truck that
was involved in this accident went through a stop sign, and
the driver of said camper was cited by the C.H.P. for unsafe
operation.

The Employer contends that the employee was operating his
equipment in an unsafe manner or he should have been able
to control his vehicle in such a manner as to have stopped
in time to avoid the impact with the camper.

Case #7-0-CB-3526.

JSC Motion: That the warning letter is sustained.

Deadlocked California Bay JSC July 21, 1970.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 57, Eugene, Oregon, and
2-71-5828 Trans-Western Express

Warning Letter Local 57 is protesting the warning letter issued to Charles Imus on December 16, 1970.

The Union contends that Mr. Imus was moving his rig so a Klamath Falls driver could pull in his place when he pulled out and the other driver pulled in behind him. He did not see the driver's rig in the mirror and did not expect him to pull in behind him. The man has been an employee with the Company for ten years and has not even had a cautionary letter.

The Company contends that Mr. Hallnan and Mr. Imus, the other driver were both at fault for the damage to the Company's vehicles.

Case #1847.

JSC Motion: That the warning letter be upheld.

Deadlocked Oregon JSC January 4, 1971.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-71-6057

Local 190, Billings, Montana, and
Garrett Freightlines

Warning
Letter

Local 190 requests warning letter be withdrawn issued to
James E. Davis, February 16, 1971.

Case #M-1122.

JSC Motion: That the warning letter be changed to a letter
of reprimand.

Deadlocked Montana JSC March 19, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-6058

Local 190, Billings, Montana, and
Garrett Freightlines, Inc.

Warning
Letter

Local 190 requests the warning letter dated January 25, 1971
to Vic Bachmeier be withdrawn.

Case #M-1113.

JSC Motion: That in Case M-1113 the warning letter dated
January 25, 1971 to Vic Bachmeier be withdrawn.

Deadlocked Montana JSC January 19, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-71-6059

Local 190, Billings, Montana, and
United-Buckingham Freightlines

Warning
Letter

Local 190 is protesting the warning letter issued to driver
Bell.

Another car and truck were involved in an accident and
consequently driver Bell did not see the car. No citation
was issued to Bell by the Montana Highway Patrol. Warning
letter was issued on December 9th for an accident which
happened seven miles east of Rock Creek Lodge on November
30, 1970.

Case #M-1097.

JSC Motion: That the warning letter be changed to a letter
of reprimand.

Deadlocked Montana JSC January 15, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
5-71-6060 Milne Truck Lines, Inc.

Warning Alleged accident was caused by faulty equipment and not the
Letter negligence of the operator and request that Company remove
this warning notice issued March 1, 1971 to Willard Bolter.

Case #SC-4-1-8306.

JSC Motion: That based on the facts presented, the warning
notice be withdrawn.

Deadlocked Southern California JSC April 9, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-71-6061 Pacific Intermountain Express

Warning Letter Salt Lake City domiciled line driver Donald C. Wescom was issued a warning notice dated January 5, 1971, for failure to call his relief driver when he arrived at his layover point in Ontario, Oregon as directed in the Company's written instructions.

The Union concedes that the instructions are well known and that the driver failed to comply, but objects to the terminology used in the warning notice and contends that it was issued not for his failure to call the relief driver, but as a result of bad attitude of the driver's supervisor.

Case #1920 (Feb. 71-6).

JSC Motion: That the warning notice be rewritten to eliminate the paragraph regarding the belligerent attitude.

Deadlocked Utah-Idaho JSC February 25, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
5-71-6063 Pacific Intermountain Express

Warning Letter George Massey states: I am protesting the warning letter
of February 10, 1971 for an accident on February 3, 1971.
I request this letter be retracted.

Case #20

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 3, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-71-6256

Local 17, Denver, Colorado, and
Consolidated Freightways

Warning
Letter

William White protests warning letter of April 20, 1971.

Case #78.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 5, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
8-71-6257 Garrett Freightlines

Warning Local 190 protests the warning letter issued to Robert
Letter Emmons on June 10, 1971.

Case #M-1202.

JSC Motion: That in Case M-1202 the warning letter be a
part of the employment record and remain in his file as per
the contract.

Deadlocked Montana JSC July 16, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6258 Yellow Freight System

Warning Anthony Monteverde protests warning letter dated March 22,
Letter 1971 for alleged bad conduct at Kwikset Lock, one of Yellow
Freight's shippers.

Case #SC-5-1-8474.

JSC Motion: That based on the facts presented, the warning
notice be upheld.

Deadlocked Southern California JSC May 5, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
8-71-6259 Red Ball Motor Freight, Inc.

Warning Letter C. William Everly states: I am protesting the warning letter I received dated April 5, 1971 from Jerry Stratman, Red Ball Denver terminal manager, concerning illnesses of chest and lung. Requesting end to harassment, persecution and abuse which has continued almost from the beginning day of my employment.

Case #32.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 5, 1971.

JOINT COUNCIL #7 DISPUTES

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-8-3562 Ringsby Truck Lines

Joint The Company is trapping American President Lines vans at
Council #7 the consignee or shippers in Local 70 jurisdiction. The shipper
Dispute or consignee is loading or unloading the frieght.

The Union's position was that the driver should remain with the van.

The Company's position is that they are only paid by American President Lines for the pull and if any extra labor is performed the American President Lines is billed for it.

Case # LD-3472.

Joint Council #7 Motion: That the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee
January 4, 1968.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968, JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 85, San Francisco, California, and
2-8-3580 Delta Lines, Inc.

Joint Whether or not air freight picked up at the airport is, or is
Council #7 not, connecting carrier freight.
Dispute

Union's position was that the Company used a swing shift hostler to pick up freight at the airport and bring it to the terminal. The Union is asking for time and a half for the grievant's entire shift.

Company stipulates to facts but took the position that they were a party to the A.C.I. Tariff, that air freight is connecting carrier freight and that the grievant did not deliver the freight but did bring it back to the terminal for loading on out-bound units.

Case #LD-3565.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 18, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee retain jurisdiction until Local 85 can bring proof that past practice in this area exists. If the rate in this matter is a through rate with division of revenue, the claim of the Union is denied; if two or more rates are applied as a combination of locals, the claim of the Union is allowed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-9-4374

Encinal Terminal Container Division, and
Local 85 - San Francisco, California

Joint
Council #7
Dispute

It was the position of the Union that the Company cannot pick and drop with Local 70 men within Local 85's jurisdiction.

It was the position of the Company that they can by the contract article and Agreements made by the Union with other carriers.

Case #LD-4302.

Joint Council #7 Motion: This case was referred directly to the Joint Council #7 Committee of the Joint Western Area Committee.

Joint Council #7 Labor-Management Committee date of action, November 21, 1968.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-70-5164

Local 85, San Francisco, California, and
Pacific Motor Trucking

Joint
Council #7
Dispute

Night hostler picked up freight at the Air Freight Terminals
at San Francisco Airport. Is this payable at 1 1/2 overtime
as pickup and delivery outside of regular daylight hours?

Union states that the Air Freight Companies are customers
of P. M. T. and thus this should be construed as Local Pick-Up
and Delivery work, and payable at the time and one-half rate.

Company states that this is provided for under the contract
for merely the 10% night premium, in that it is the pick-up
of Interline, or Connecting Carrier freight. The freight moves
on a tariff to which both P. M. T. and the Air Freight Carriers
are a party. The compensation which P. M. T. receives is
based on a percentage division of thru rates.

Case #1-0-LD-6232.

JSC Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 15, 1970.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
8-70-5508 Western Gillette, Inc.

Joint Money claim for men who punched in and did not finish the day.
Council #7 Union requesting the employees that went to work receive the
Dispute difference in pay for a full day.

Men punched in, walked off because of labor dispute, were instructed by the Local Union Representative to go back to work. They complied and worked the rest of the day. The Company refused to pay them for the full 8 hours guaranteed under the contract.

The Employer contends that the men walked off the job; there was no legal work stoppage. The Union Representative instructed them to return to work after they had been off for about two hours. The Company allowed them to return to work, but only paid them for total number of hours worked that day, not for the time they were indulging in the illegal work stoppage.

Case #5-0-LD-5483.

Joint Council #7 Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
May 7, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 70, Oakland, California, and
 5-71-6067 Encinal Terminals

Joint Union claims one days pay for two employees laid off
 Council #7 (Claesgens and Rose).
 Dispute

The Company brought tractors and Local 315 short line drivers into the Oakland yard, picked up loads, delivered them to San Jose terminal, returned to Oakland, and then back to Richmond.

Union claims that Local 70 Pick-Up & Delivery personnel were on layoff and should have pulled these schedules.

Company states that the 468 board was exhausted, so they utilized Local 315 short line men to make the pulls. Men were paid on short line basis, started in one local's jurisdiction, pulled to and delivered in another local's jurisdiction, and returned to their point of origin without a lay, a true short line operation.

Case #1-71-LD-5930.

JSC Motion: That the position of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
 February 4, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-71-6068 Interstate Motor Lines

Joint
Council #7
Dispute

Dan Patton called in as hostler on Sunday, upon reporting to work Mr. Patton was dispatched to make a pickup. After making the pickup he returned to the yard where there was hostling work to be performed, Mr. Patton refused the hostling work and clocked out at 11:30 P.M. (His shift was swing). Union is claiming pick up pay back to 8:00 A.M. as he was used as driver, and 8:00 A.M. is the regular starting time for drivers. If a man is used as a driver, he has an 8:00 A.M. starting time, regardless what time he is called in, and should be paid back to that time.

Company called the man in as a hostler, he made the one pickup only and there were additional sets for him to make and break, he refused this work, and clocked out before his regular quitting time.

Case #4-71-LD6166.

Jt. Council #7 Motion: The claim of the Union is denied.

Deadlocked Jt. Council #7 Labor-Management Committee
April 15, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-6070

Local 70, Oakland, California, and
Panda Terminals

Joint
Council #7
Dispute

Work is being performed, but men on layoff have not been called back. Union requests that Company pay all laid off employees who have suffered because of this change in operations. Union claims that Company ceased part of its former operations and such cessation resulted in the layoff of a considerable number of Local 70 members. The business in turn was given to F.J. Burns Drayage, which now handles for the Company with its own employees, some Local 70, and some Local 85.

Company was ordered by regulatory agencies to cease and desist a portion of the transportation operations in which they were engaged, due to lack of certificates and permits. The Company then turned this business over to a local drayage concern, which is certificated and permitted to handle the areas involved. The Drayage agency employee, its own employees, whether 70 or 85, and Panda, has no control over this.

Case #2-71-LD6042.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Jt. Council #7 Labor Management Committee
March 4, 1971.

May, 1971 JWAC Action: Remanded back to the parties and this committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-71-6071

Local 70, Oakland, California, and
Ringsby Systems

Joint
Council #7
Dispute

Union claiming days pay for employee on layoff on dates when Employer dropped trailers at consignee/shippers in excess of 36 hours. Company dropped trailers at Ford Tractor in Oakland, and at Eastman Tag in Richmond in excess of 36 hours, and shipper/consignee loaded, unloaded the freight.

Union feels that a man on layoff (Local 70) should have been called back for stand-by.

Union feels that Article 47, Section 2 (a) (3) allows this when the loading /unloading consumes more than 36 hours from the time trailer is dropped until it is picked up.

Case #2-71-LD-5989 and 5990.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee
February 4, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-6075

Local 70, Oakland, California, and
Western Gillette

Joint
Council #7
Dispute

Does the Company have the right to interline freight which was formerly handled by a bid driver?
Union requests that this bid run to Travis Air Force Base be re-established for a Local 70 man. Union claims that historically the Company has bid a "Freight Available" run to Travis AFB to a Local 70 man. The Company has now ceased this run and is interlining with a local drayage firm. Union feels that the bid should be protected.

Company states that due to depressed economic situation they must interline this freight. Company claims that if they hold the freight long enough to consolidate a profitable load that the Consignee/Shipper is unhappy with the service, thus they interline daily with a local drayage firm which gives the daily service to Travis.

Case #1-71-LD5940.

JSC Motion: That the position of the Union be upheld.

Deadlocked Jt. Council #7 Labor Management Committee
February 4, 1971.

May, 1971 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6260

Local 70, Oakland, California, and
Garrett Freight Lines, Inc.

Joint
Council #7
Dispute

Union claiming runaround pay for Douglas Ramey for April
21, 1971.

None of the Company laid off men were in the hiring hall when they called for broken time work, so another man, not a man laid off from the Company, was picked up for the lumping job. As they were leaving the hiring hall, Doug Ramey came in the door and said he had been eating and that was the reason he was not at the hall. The Company took the man who had been dispatched. He was worked 6 1/2 hours at the broken time rate of pay.

The Union claims the Company man who was on layoff should have been used for this job, and that the Company should have sent a telegram if they needed a man for broken time lumping, to the men on layoff.

Case #6-71-LD-6308.

JSC Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 17, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
8-71-6261 Garrett Freight Lines

Joint Union requesting runaround pay at the applicable rate for the
Council #7 13 men next in line according to seniority who should have
Dispute performed the above weekend and holiday work.

The Company worked swingshift men on Friday evening over
past the 8:00 o'clock start time on Saturday A.M. which is a
premium day. The Union claims that work done after 8:00 a.m.
Saturday morning is premium day work and should have come
off of the rotation wheel.

Company states that there was no break in the shifts of the
swing men, that they worked into Saturday A.M. as a continua-
tion of their regular Friday evening shifts.

Case #7-71-LD-6487.

JSC Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
July 15, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-71-6262 Garrett Freight Lines

Joint The Company Supervisors were placing and tightening clamps
Council #7 on the cables holding down a load. This is bargaining unit
Dispute employees work.

Special clamps are provided for this particular load. The two Supervisors placed them on the cables where they were designed to go, there was a hostler and a heavy-duty man on duty at the time who tightened the clamps down. Later, the two Supervisors checked the clamps with a wrench, located a couple of them which were loose and directed the heavy-duty man to tighten them.

Case #7-71-LD-6470.

JSC Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
July 15, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-71-6263 Lee Way Motor Freight

Joint Council #7 Dispute Claim for money. Union claims that swing shift hostler performed pickup and delivery work and was not paid for it. Union requests 1 1/2 hours for Ed Wiman for work performed on April 13th.

Union claims that driver Wiman performed pickup and delivery work by picking up container (Sea Van) at Sea Land Container yard and taking it back to the Lee Way Terminal.

The Company's position is that the movement and freight was interline freight, and that the man was correctly paid at the swing hostler rate, plus the normal 10% penalty.

Case #5-71-LD-6230.

Joint Council #7 Motion: That the decision in Case LD-4-64-1273 applies and the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
May 20, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
8-71-6264 Owens-Illinois, Inc.

Joint
Council #7
Dispute

Claim for sick leave.

Employee C. Harlan was off on sick leave November 4 and 5, 1970. He has used 12 days of his sick leave since April 1, 1970. However, since employees are allowed to accumulate unused sick leave up to a maximum of 36 days as of July 1, 1959, established anniversary date, Union feels Mr. Harlan should be paid for the second day he was off, e. g. November 5, 1970.

Union claims the Company's Supplemental Agreement calls for an application of sick leave provisions back to July 1, 1959, therefore, employee C. Harlan was entitled to additional days of sick leave.

Company claims that the sick leave provisions were not set up for a retroactive application, but merely as a date from which to figure application of same.

Case #6-71-LD-6269.

JSC Motion: That the claim of the Union is upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 3, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # 8-71-6265 Local 70, Oakland, California, and Ringsby System

Joint Council #7 Dispute Claim for holiday pay. Union requests Company pay Mr. Swindell for the holiday he was docked, Washington's Birthday.

Although man only worked 11 days in February, he was entitled to Washington's Birthday in that he went home ill in February and returned to work in March.

Company states that the provision for holiday pay in this article is applicable when a man who is absent because of illness or injury is absent the remainder of the month in which the illness or injury occurs, and thirty days after that month. If the man returns to work in a shorter length of time than that the 13 day provision would apply as to gaining eligibility for holidays, vacation credit, etc.

Case #5-71-LD-6218.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee May 6, 1971.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6266

Local 70, Oakland, California, and
Sea Land Services, Inc.

Joint
Council #7
Dispute

Union feels that a man with three years seniority is entitled to 15 days' paid vacation as of his anniversary date. A man with 7 years seniority is entitled to 20 days' vacation as of his anniversary date.

Company claims that a man must complete three complete years of employment before he is entitled to the 15 day vacation.

Case #6-71-LD-6268.

JSC Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 3, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6267

Local 70, Oakland, California, and
Sea Land Services, Inc.

Joint
Council #7
Dispute

Money claim for Terry Lopes. Seniority dispute.

Union feels that Terry Lopes should be added to Company's seniority list, that he should be working in lieu of a junior man, and claims pay for such days.

Company claims the grievant cannot qualify for employment.

Case #6-71-LD-6284.

JSC Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-**Management** Committee
June 3, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-71-6268

Local 85, San Francisco, California, and
Consolidated Freightways

Joint
Council #7
Dispute

Dispute of seniority and layoff - Ray Tregenza, Bill Battaglia,
Ed Devincenzi, Fred Pakios and Clarence Tomlin.

Union feels that the men in question should be integrated into
the Master Seniority List of Consolidated Freightways. These
men are now employed by the Consolidated Freightways Con-
tainer Division and were formerly with Clark Farnsworth, Inc.

Union claims that because the name was changed, it is now a
part of Consolidated Freightways and thus the men are on the
single seniority list of Consolidated Freightways.

Company claims that in a prior case which was heard by the
National Grievance Procedure, it was determined that men
who worked for Clark Farnsworth, Inc. were on an entirely
different seniority list than those employed by Consolidated
Freightways, and that the Container Division of Consolidated
Freightways is the old Clark Farnsworth operation with just
another name.

Case #6-71-LD-6282.

JSC Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 3, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 85, San Francisco, California, and
8-71-6269 I. M. L. Freight, Inc.

Joint Council #7 Dispute Union claims Company posted a new seniority list in May, 1971. James Neusen protested his position on this list. Union furnished payroll records, etc., to substantiate his position. Company protests that this case had been heard previously and that the seniority list of January was declared to be retained as correct. The ruling before, which had established Neusen's seniority date as that indicated on the January seniority list, was based on the fact that the man had not protested his position on the list before 30 days had expired from the time of posting, as provided for in the agreement.

Union claims that since another seniority list has been posted, as of May, 1971, that it gives the grievant another opportunity to protest his position on same.

Case #6-71-LD-6412.

JSC Motion: That the seniority date of James Neusen is established as of October 8, 1968.

Deadlocked Joint Council #7 Labor-Management Committee
July 1, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-71-6270

Local 85, San Francisco, California, and
Personnel Maintenance (U. S. Steel)

Joint
Council #7
Dispute

Claim for additional sick leave benefits. Union requests pay for sick days used by the employee.

Thirteen working days in any one month constitutes a month. After four of these periods the employee is entitled to six days sick leave for the rest of the contract year.

The decision in Case LD-11-8-4273 which states that the month in which the man's seniority date falls is considered the first of the four qualifying months, in this case, under this supplement, it would be the 31st day worked in a consecutive 90-day period.

Case #7-71-LD-6457.

JSC Motion: That based on LD-11-8-4273, the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
July 15, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
8-71-6271 Pacific Motor Trucking

Joint Union claims Company spotted trailers at a shipper's place
Council #7 of business and the shipper loaded same. This was hand
Dispute loading.

Company claims the shipper, Gem Tops, is a manufacturer of camper shells which are extremely easy to damage in loading because they are made of very thin aluminum and glass. The shipper, Gem Tops, nests these camper shells very carefully and uses sufficient dunnage so as to obviate as much as possible the damage to same. The Company feels that due to the inherent nature of the product, the shipper should do the loading.

Case #6-71-LD-6280 and 6-71-LD-6297.

JSC Motion: That the position of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 3, 1971.

SEP 29 1971

MINUTES OF MEETINGUNION REPRESENTATIVES OF THE JWAC COMMITTEEANDREPRESENTATIVES OF LOCAL UNIONSAUGUST 9-10-11-12-13, 1971DEL WEBB'S TOWNE HOUSESAN FRANCISCO, CALIFORNIA

* * * * *

The meeting was called to order at 9:00 A.M., Monday, August 9, 1971 by Joe Diviny.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

| | |
|-----------------|----------------|
| Verne Milton | Harry Marshall |
| Bob Rumpy | Nobby Miller |
| Jim Easley | Jack Alexander |
| Gene Shepherd | Art Hardy |
| Al Winters | Harry Bath |
| Harold Reynolds | Horace Manning |
| Bob Porter | Glenn Jones |
| George King | |

2. The Minutes of the meeting of the Union members of the JWAC and Local Union Representatives held on Monday, May 10, 1971 were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc. were present in the meeting:

| | |
|-------------------------------|---------------------------|
| Roy Williams - I.B.T. | Billy Rodgers - Local 70 |
| Frank Bushnell - Local 17 | Bob Hage - Local 85 |
| Roy Nunes - Local 70 | Vince Aloise - Local 315 |
| Weldon Wirt - Local 208 | Jim Barham - Local 542 |
| Salvador Murillo - Local 315 | Jack Crotty - S.C. JAC |
| Jim Adams - Local 911 | Clyde Crosby - I.B.T. |
| Jack Mery - Local 381 | Hal Cowen - Local 190 |
| Al Andrade - Local 70 | Bill Dixon - Local 439 |
| Gene Bedford - Local 692 | Bob Freitas - Local 70 |
| Dick Sarmento - Local 70 | Joe Davis - Local 315 |
| Joe Morrill - Jt. Council #38 | Joe Stovall - Local 941 |
| Jerry Lavell - Local 741 | John LeFlore - Local 357 |
| Howard Rush - Local 150 | B. W. Volkoff - Local 357 |
| J. W. George - Local 911 | Jim Donahue - Local 396 |

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

MAIN COMMITTEE (O-T-R)

Joe Diviny - Chairman
Harry Bath
Al Winters

Verne Milton
Gene Shepherd
Jack Alexander

Ernie Hinch - Secretary

Joe Davis - Sgt-at-Arms

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SUB-COMMITTEE - LOCAL OPERATIONS:

George Rohrer
Art Hardy
Harry Marshall
Jim Easley
Mike Olds
Harold Reynolds

Jack Crotty - Secretary

Herb Helmers - Sgt-at-Arms

CHANGE OF OPERATIONS COMMITTEE:

Robert Rampy
Glenn Jones
Robert Shaw
Harry Kachadoorian
Horace Manning
Nobby Miller
Cecil Sainsbury
Bob Porter

Joe Morrill - Secretary

Hugo Wagner - Sgt-at-Arms

5. Powers of Attorney approved by the division (See attached).
6. Standard Contract Participation approved by the division (See attached).
7. "Me Too" Agreements (See attached).
8. ADJOURNMENT.

THE FOLLOWING POWERS OF ATTORNEY
HAVE BEEN APPROVED BY THE
WESTERN MASTER FREIGHT DIVISION
(JWAC - AUGUST 1971)

Bigge Drayage - Western Master Agreement and Heavy Specialized & Oilfield Supplement. Concurrence from Local No. 381 on April 28, 1971. Approved WMFD May 18, 1971.

Clipper Carloading Co. - National Master and WSA Office Employees Supplement. Concurrence from Local No. 357 on May 24, 1971. Approved WMFD May 28, 1971.

Delta Lines, Inc. - National Master and WSA Over the Road Supplement. Concurrence from Local No. 137, 287, 439 on April 27, 1971. Approved WMFD May 18, 1971.

Delta Lines, Inc. - National Master and WSA Over the Road Supplement. Concurrence from Local No. 533 on May 24, 1971. Approved WMFD May 28, 1971.

Delta Lines, Inc. - National Master and WSA Over the Road Supplement. Concurrence from Local No. 150 on May 19, 1971. Approved WMFD May 28, 1971.

Delta Lines, Inc. - National Master and WSA Over the Road Supplement. Concurrence from Local No. 315 on June 1, 1971. Approved WMFD June 10, 1971.

Delta Lines, Inc. - National Master and WSA Over the Road Supplement. Concurrence from Local No. 890 on May 24, 1971. Approved WMFD June 1, 1971.

Delta Lines, Inc. - National Master and WSA Over the Road Supplement. Concurrence from Local No. 94 on May 26, 1971. Approved WMFD June 10, 1971.

Di Salvo Trucking Co. - National Master and WSA Office Employees Supplement. Concurrence from Local No. 357 on May 17, 1971. Approved WMFD May 18, 1971.

Halbert Bros. - Western Master and Heavy Specialized & Oilfield Supplement. Concurrence from Local No. 692 on June 3, 1971. Approved WMFD June 10, 1971.

Halbert Bros. Inc. - Western Master and Heavy Specialized & Oilfield Supplement, Wage Agreement and Addendum. Concurrence from Local No. 208 on May 21, 1971. Approved WMFD June 1, 1971.

Ray Laursen Transportation - National Master and WSA Pick-up & Delivery Supplement. Concurrence from Local No. 208 on May 25, 1971. Approved WMFD June 1, 1971.

Lee Way Motor Freight, Inc. - National Master and WSA Office Employees Supplement. Concurrence from Local No. 467 on June 4 & 25, 1971. Approved WMFD July 13, 1971.

Miles Tank Lines, Inc. - Western Master and California-Nevada-Arizona Transport Tank Supplement. Concurrence from Local No. 137 and 386 on May 13 and 14, 1971. Approved WMFD May 18, 1971.

Miles Tank Lines, Inc. - Western Master and California-Nevada-Arizona Transport Tank Supplement. Concurrence from Local No. 150 on June 17, 1971. Approved WMFD July 13, 1971.

Miles Tank Lines, Inc. - Western Master and California-Nevada-Arizona Transport Tank Supplement. Concurrence from Local No. 315 on June 22, 1971. Approved WMFD July 16, 1971.

Milton's Express, Inc. - National Master and WSA Pick-up & Delivery Supplement. Concurrence from Local No. 208 on May 13, 1971. Approved WMFD May 18, 1971.

Quick Service Transfer Co. - Western Master and Heavy Specialized & Oilfield Supplement. Concurrence from Local No. 208 on June 1, 1971. Approved WMFD June 10, 1971.

Sheldon Oil Co. - Western Master and California-Nevada-Arizona Transport Tank Supplement. Concurrence from Local No. 150 on May 11, 1971. Approved WMFD May 18, 1971.

Widing Transportation, Inc. Western Master and California-Nevada-Arizona Transport Tank Supplement. Concurrence from Local No. 315 on July 9, 1971. Approved WMFD July 16, 1971.

STANDARD CONTRACT PARTICIPATION

(JWAC - AUGUST 1971)

Ace Sandblast Co. and Local No. 208. National Master and WSA Pick-up & Delivery Supplement. Approved WMFD July 13, 1971.

A. I. D. S. Service and Local No. 208. National Master and WSA Pick-up & Delivery Supplement. Approved WMFD July 13, 1971.

Airborne Freight Corp. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

American Consolidators and Local No. 104. National Master and Pick-up & Delivery Supplement. Approved WMFD May 28, 1971.

A-1 Express & Moving-Butler Moving. National Master and WSA Pick-up & Delivery Supplement. Approved WMFD May 28, 1971.

Arizona Refining Co. and Local No. 104. Western Master and C-A-N Transport Tank Supplement. Approved WMFD May 28, 1971.

Arrow Transportation Co., Inc. and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Bay Freight Lines and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Bee Dee Transport and Local No. 208. National Master and WSA Pick-up & Delivery Supplement. Approved WMFD May 28, 1971.

Blackline Asphalt Sales, Inc. and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Boland Trucking Co. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

B-Z Bee Transportation and Local No. 104. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD May 28, 1971.

California Western Freight and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Carr Bros. -Oxnard Trucking and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD July 13, 1971.

Clipper Carloading Co. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Consolidated Freightways Bulk Commodities Tanker Div. Cascade and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Contractors Cargo Co. and Local No. 104. Western Master and Heavy Specialized and Oilfield Supplement. Approved WMFD July 13, 1971.

Convoy Co. and Local No. 690. National Master Automobile Transporters Agreement and Truckaway Supplement. Approved WMFD May 28, 1971.

George Davalos Trucking and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD June 1, 1971.

Davis Trucking Co. and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD August 2, 1971.

Delivery Service Co. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Dependable Trucking and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD May 28, 1971.

Standard Contract Participation (continued)

Dillon Drayage & Warehouse and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Early California Foods and Local No. 94. National Master and WSA Over the Road Supplement. Approved WMFD May 28, 1971.

Eckdahl Warehouse Co. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Ellis Drayage and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Emery Air Freight and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Federal Refrigerated Transportation and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD May 28, 1971.

Fury Transport and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD May 28, 1971.

G & L Debris Box Service and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Grange Cooperative Wholesale and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Great Western Container Freight Transport and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD July 13, 1971.

Guerin Drayage Co. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Walter Hoo Trucking and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD June 1, 1971.

Hornet Freight Lines and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD June 1, 1971.

Hughes Trucking Co. and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD June 1, 1971.

Inland Transportation Co. and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Jet Air Freight and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

J & R Trucking Co., Inc. and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD July 13, 1971.

K & F Drayage and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD. May 28, 1971.

L. D. S. Truck Lines and Local No. 856. National Master and WSA Office Employees Supplement. Approve WMFD May 28, 1971.

Lifschultz Transportation and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Lou-Jack Trucking Service and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Midas Lines, Inc. and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD May 28, 1971.

Mitchell Transport, Inc. and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Standard Contract Participation (continued)

M & L Trucking Co. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Morry's Freight Service and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD August 2, 1971.

Pacific Intermountain Express and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Pacific Reefer Lines, Inc. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Pacific Western Transport and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Panda Terminals and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Parks Transfer, Inc. and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD June 1, 1971.

Parum Paving Inc. and Local No. 980. Western Master and C-A-N Transport Tank Supplement. Approved WMFD July 13, 1971.

Petrolane Northwest Supply Co. and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Pioneer Carloading and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Real Transportation and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD May 28, 1971.

Republic Carloading & Dist. Co., Inc. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Republic Transportation and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Roemisch Steel Co and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD May 28, 1971.

James Rogers Trucking Co. and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD May 28, 1971.

Ross & Hoglund and Local No. 741. National Master and WSA Over the Road Supplement. Approved WMFD May 28, 1971.

Sage Transportation Inc. and Local No. 856. National Master and Office Employees Supplement. Approved WMFD May 28, 1971.

Salinas Valley Freight and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Senna Trucking Co., Inc. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Service Tank Lines, Inc. and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Sheedy Transportation and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Stokes Bros. Trucking and Local No. 94. National Master and WSA Over the Road Supplement. Approved WMFD May 28, 1971.

Sunshine Services, Inc. and Local No. 104. National Master and WSA Pick-up and Delivery and WSA Over the Road Supplements. Approved WMFD August 2, 1971.

Standard Contract Participation (continued)

R. H. Towers and Local No. 315. National Master and Automotive Supplement. Approved WMFD July 13, 1971.

Transbay Motor Express and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Transport Tire Co. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Tristate Oil & Asphalt Sales, Inc. and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

Tyler Bros. Drayage Co. and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

United Parcel Service and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

United Sprinkler Co. and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD August 2, 1971.

Vern's Trucking Service and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

West Coast Cartage and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Westlam Foods and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD August 3, 1971.

James J. Williams, Inc. and Local No. 690. Western Master and Washington and Northern Idaho Bulk Commodities Supplement. Approved WMFD May 28, 1971.

W. T. C. Air Freight and Local No. 856. National Master and WSA Office Employees Supplement. Approved WMFD May 28, 1971.

Zauss Trucking and Local No. 208. National Master and WSA Pick-up and Delivery Supplement. Approved WMFD May 28, 1971.

STANDARD CONTRACT PARTICIPATION

THE FOLLOWING PARTIES HAVE ENTERED INTO "ME-TOO" AGREEMENTS FOR
THE NATIONAL MASTER FREIGHT AGREEMENT AND APPLICABLE SUPPLEMENTS.

Adler Tire and Local No. 856. Approved WMFD May 28, 1971.

Bay Area Shippers Consolidating and Local No. 856. Approved WMFD July 13, 1971.

Best Way Motor Freight and Local No. 690. Approved WMFD May 28, 1971.

B-Line Transport Company and Local No. 690. Approved WMFD May 28, 1971.

Braswell Motor Freight and Local No. 208. Approved WMFD July 13, 1971.

Capp Homes Manufacturing, Inc. and Local No. 690. Approved WMFD May 28, 1971.

Consolidated Freightways and Local No. 690. Approved WMFD May 28, 1971.

Crocker Truck Lines, Inc. and Local No. 690. Approved WMFD May 28, 1971.

Dawn Express, Inc. and Local No. 357. Approved WMFD July 13, 1971.

Elkins Transport Service, Inc. and Local No. 690. Approved WMFD May 28, 1971.

Fastest Way Motor Freight and Local No. 690. Approved WMFD May 28, 1971.

Garrett Freightlines, Inc. and Local No. 690. Approved WMFD May 28, 1971.

Northern Pacific Transport Co. and Local No. 690. Approved WMFD May 28, 1971.

Pacific Inland Transport Co., Inc. and Local No. 690. Approved WMFD May 28, 1971.

Pacific Intermountain Express and Local No. 690. Approved WMFD May 28, 1971.

Ringsby System and Local No. 690. Approved WMFD May 28, 1971.

United Buckingham Freight Lines, Inc. and Local No. 690. Approved WMFD May 28, 1971.

Wallace-Colville Motor Freight, Inc. and Local No. 690. Approved WMFD May 28, 1971.